



# भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, SEPTEMBER 28, 1991/ASVINA 6, 1913

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than  
The Ministry of Defence

गृह मंत्रालय

MINISTRY OF HOME AFFAIRS

New Delhi, the 23rd August, 1991

नई दिल्ली, 23 अगस्त, 1991

का. आ. 2387.—अन्तर-राज्य परिषद आदेश, 1990 के  
खण्ड -2 के उपखण्ड (घ) के उपसंघों के अनुसरणों में, और उक्त उप-  
खण्ड के अधीन किए गए पूर्व नामांकनों का अनिवार्य करने हुए,  
प्रधान मंत्री ने केन्द्रीय मंत्रिपरिषद के निम्नलिखित सदस्यों को अन्तर-राज्य  
परिषद के सदस्यों के रूप में नामांकित किया है,

नामत:-

1. गृह मंत्री
2. वित्त मंत्री
3. मानव संसाधन विकास मंत्री
4. कृषि मंत्री
5. कल्याण मंत्री
6. वैज्ञानिक तथा प्राकृतिक गैस मंत्री

[सं. IV -11017/6/90-सी. एन. आर.]

बी. के. दास, संयुक्त सचिव

S.O. 2387.—In pursuance of the provisions of  
sub-clause (d) of clause 2 of the Inter-State Council,  
Order, 1990, and in supersession of the previous  
nominations made under that sub-clause, the Prime  
Minister has nominated the following Members of  
Union Council of Ministers as Members of the  
Inter-State Council, namely :—

1. Minister of Home Affairs.
2. Minister of Finance.
3. Minister of Human Resource Development.
4. Minister of Agriculture.
5. Minister of Welfare.
6. Minister of Petroleum & Natural Gas.

[No. IV/11017/6/90-CSR]

B. K. DAS, Jt. Secy.

(3673)

कार्मिक लोक शिक्तागत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 6 सितम्बर, 1991

का.प्र. 2388.— केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री एस.सी. अंग्रिश, अधिवक्ता को सी.बी.आई. मामलों के लिए विशेष मजिस्ट्रेट, देहरादून (उ.प्र.) के न्यायालय में मास्टर रकम सिंह और डा. वीरेन्द्र के विरुद्ध दिल्ली विशेष पुलिस स्थापना नियमित मामला सं. 8/89 एस.आई. यू.-III के अभियोजन और अपील और पुनरीक्षण न्यायालयों में उक्त मामले से उत्पन्न अन्य कार्रवाहियों के संचालन के प्रयोजन के लिए विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/8/91-ए.बी.डी.-II]

MINISTRY OF PERSONNEL, P.G. & PENSIONS

(Dept. of Personnel & Training)

New Delhi, the 6th September, 1991

S.O. 2388.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri S. C. Angrish, Advocate, as Special Public Prosecutor for the purpose of conducting the prosecution of the Delhi Special Police Establishment regular case No. 8/89-SIU-III against Mst. Rakam Singh and Dr. Virender in the court of Special Magistrate for CBI cases at Dehradun (U.P.) and also other proceedings arising out of the said case in the appellate and revisional courts.

[No. 225/8/91-AVD-III]

नई दिल्ली, 9 सितम्बर, 1991

का.प्र. 2389 :— केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, विशेष न्यायाधीश, अहमदाबाद के न्यायालय में श्री पी.वी. लखानी और अन्य के विरुद्ध दिल्ली विशेष पुलिस स्थापन नियमित मामला संख्या 1/77-सी.आई.यू. (सी) (न्यायालय मामला संख्या 7/83 से 32/83 तक) में अभियोजन का संचालन करने हेतु श्री वीरेन्द्र सी. शाह, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/11/91-ए.बी.डी.-II]

New Delhi, the 9th September, 1991

S.O. 2389.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Virender C. Shah, Advocate, Ahmedabad, as a Special Public Prosecutor for conducting the Delhi Special Police Establishment Regular Case No. 1/77-CIU(C) against Shri P. V. Lakhani and others (Court Case Nos. 7/83 to 32/83) in the Court of the Special Judge, Ahmedabad.

[No. 225/11/91-AVD.II]

नई दिल्ली, 14 सितम्बर, 1991

का.प्र. 2390 :— केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, विशेष न्यायाधीश, अहमदाबाद के न्यायालय में

श्री पी.वी. लखानी और अन्य के विरुद्ध दिल्ली विशेष पुलिस स्थापन नियमित मामला संख्या 1/77-सी.आई.यू. (सी) न्यायालय मामला संख्या 7/83 से 32/83 तक) में अभियोजन का संचालन करने हेतु श्री वीरेन्द्र सी. शाह, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[संख्या 225/11/91-ए.बी.डी.-II]

ए.सी. शर्मा, अवर सचिव

New Delhi, the 14th September, 1991

S.O. 2390.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Virender C. Shah Advocate, Ahmedabad, as a Special Public Prosecutor for conducting the Delhi Special Police Establishment Regular Case No. 1/77-CIU(C) against Shri P. V. Lakhani and others (Court Case Nos. 7/83 to 32/83) in the Court of the Special Judge, Ahmedabad.

[No. 225/11/91-ADV(II)]

A. C. SHARMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 11 सितम्बर, 1991

स्टाम्प

का.प्र. 2391—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो भारतीय रेलवे वित्त नियम लि. द्वारा जारी भाटसी करोड़ रुपए मात्र के 'विमोक्ष 9 प्रतिशत कर-मुक्त ऋण पत्र की छोटी शृंखला' के ऋण पत्रों के रूप में वर्णित बन्धपत्रों पर उक्त अधिनियम के के अंतर्गत प्रभावी है।

[सं. 39/91-स्टाम्प/का.सं. 33/44/91-वि.क.]

ठाकुर दत्त, उप सचिव,

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 11th September, 1991

STAMPS

S.O. 2391.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures described as '6th series of redeemable 9 per cent tax-free debentures' of the value of rupees eight hundred crores only to be issued by Indian Railway Finance Corporation Ltd. are chargeable under the said Act.

[No. 39/91-Stamp/F. No. 33/44/91-ST]

THAKUR DATT, Dy. Secy.

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 12 सितम्बर, 1991

का.प्र. 2392 :— निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप नियम (2) की अपेक्षानुसार भारत के निर्यात व्यापार के विकास के लिए हल्दी का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण करने के लिए कतिपय प्रस्तुत भारत सरकार के वाणिज्य मंत्रालय के का.प्र. सं. 3419 तारीख 7 दिसम्बर, 1990 के अधीन भारत के राजपत्र, भाग-2 खंड-3, उपखंड (ii) तारीख 22 दिसम्बर, 1990 में प्रकाशित किए गए थे;

और ऐसे सभी व्यक्तियों से जिनके उत्तरे प्रभावित होने की संभावना थी उक्त आदेश के राजपत्र में प्रकाशन की तारीख से पैंतालीस दिन के भीतर आक्षेप और सुझाव मांगे गए थे ;

और उक्त राजपत्र की प्रतियां 31 दिसम्बर, 1990 को जनता को उपलब्ध करा दी गई थी ;

और उक्त प्रारूप के संबंध में जनता से प्राप्त आक्षेपों तथा सुझावों पर केन्द्रीय सरकार ने विचार कर लिया है ;

अतः, अतः, केन्द्रीय सरकार नियमित (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नियमित निरीक्षण परिषद से परामर्श करने के पश्चात् अपनी यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है:—

- (1) यह अधिसूचित करती है कि हल्दी निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होगी।
- (2) हल्दी निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1991 के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को ऐसे क्वालिटी नियंत्रण और निरीक्षण के प्रकार के रूप में निर्दिष्ट करती है, जो निर्यात से पूर्व ऐसी हल्दी को लागू होगी,
- (3) मान्यताप्राप्त—

(क) आयात करने वाले देशों के राष्ट्रीय मानकों और ऐसे अन्तरराष्ट्रीय मानकों को, जो निर्यात निरीक्षण परिषद द्वारा मान्यताप्राप्त है ;

(ख) विदेशी क्रेता और निर्यातकर्ता के बीच किए गए संविदात्मक विनिर्देशों को मान्यता देती है परन्तु यह तब जब कि ऐसे विनिर्देशों इस आदेश की अनुसूची में उपबर्णित न्यूनतम विनिर्देशों से कम न हों ;

(ग) इस आदेश से संलग्न अनुसूची 1 से 4 क में उपबर्णित हल्दी श्रेणीकरण तथा चिन्हांकन नियम, 1964 के अधीन बनाए गए श्रेणी अभिधान को मान्यता देती है परन्तु यह तब जब कि ऐसे विनिर्देश स्वम्भ (ख) के अनुरूप हों ;

(घ) संविदात्मक विनिर्देशों के अभाव में इस आदेश से संलग्न अनुसूची 1 में उपबर्णित न्यूनतम विनिर्देशों को मान्यता देती है।

परन्तु यह तब जब कि खंड (क), (ख), (ग), तथा (घ) में उल्लिखित विनिर्देश प्रादायित देशों में लागू, खाद्य विधियों, यदि कोई हो, के भी अनुरूप होंगे ; मान्यता देती है।

- (4) अन्तर्राष्ट्रीय व्यापार के दौरान हल्दी के निर्यात को तब तक प्रतिबिद्ध करना जब तक कि केन्द्रीय सरकार द्वारा मान्यता प्राप्त ऐसा कोई चिन्ह या सील ऐसी हल्दी के पैकेजों और आधानों पर निपकाई या लगाई न गई हो जिसमें यह उपदर्शित हो कि वह उसको लागू निक विनिर्देशों के अनुरूप है और उसके साथ भारत सरकार के कृषि विपणन मलाहकार या नियमित (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन स्थापित किसी अधिकरण द्वारा जारी किये गये इस आदेश का प्रमाणपत्र नहीं कि ऐसी हल्दी पूर्वोक्त मानक विनिर्देशों के अनुरूप है तथा निर्यात योग्य है।

2. इस आदेश की कोई भी बात भावी क्रेताओं को समुद्र, भूमि तथा वायु मार्ग द्वारा हल्दी के ऐसे नमूनों के निर्यात को लागू होगी जिनका मूल्य केवल पचास रुपए से अधिक न हो।

3. इस आदेश में "हल्दी" से भारत में उत्पादित साबुन तथा किसी हुई, दोनों प्रकार की हल्दी अभिप्रेत है।

4. यह आदेश राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

#### अनुसूची I

भारत में उत्पादित (अलप्यी किस्म से भिन्न किस्मों के लिए) हल्दी गांठ की क्वालिटी के श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान	विशेष लक्षण					साधारण लक्षण
	लचीलापन	अधिकतम भार के आधार पर टुकड़े प्रतिशत	अधिकतम भार के आधार पर बाह्य पत्राच प्रतिशत	चुरा तथा कृटि-पूर्ण गांठ, भार के आधार पर प्रतिशत	गांठ की प्रति-शतता भार के आधार पर अधिकतम	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
विशेष	छूने और धातु से तोड़ने पर सख्त होगी	2	1.0	0.5	2.0	1. हल्दी "फिंगर" करपयूमा लोंगा एल पीछे की गोण राहजोम होगी।
उत्तम	छूने और धातु से तोड़ने पर सख्त होगी	3	1.5	1.0	3.0	2. (क) अच्छी प्रकार से रखी, कसी, बंधी हुई तथा गांठें (प्रत्यमिक राहजोम) और खराब संरक्ष गांठों से मुक्त होगी।

1	2	3	4	5	6	7
अच्छी	सबल होनी चाहिए	5	2.0	1.5	5.0	(ख) आकार, लम्बाई, रंग तथा किस्म के अम धर्णों से मुक्त होगी।
अविनिर्दिष्ट	—	—	—	—	—	(ग) पूरी तरह सूखी हुई कीड़ों, सभी अधिक उबालने या फफूँदी के कारण नुकसान से मुक्त होगी सिवाए इसके कि नमी तथा अधिक उबालने से नुकसान ग्रस्त राजजोम के भार के आधार पर 1.0 प्रतिशत तथा 2.0 प्रतिशत की क्रमशः अच्छी, उत्तम श्रेणियों में अनुज्ञा दी जाएगी। (घ) रसायनों या रंगों से कृत्रिम रूप से रंग नहीं किया गया होगा।

† टुकड़े लम्बाई में लम्बे, टूटे या साबुत 15 मि. मी. के या कम के होंगे।

टिप्पण: गाह्य पदार्थ में पपड़ी, सूखी पत्तियाँ, मिट्टी कण, धूल, गंदगी तथा कोई अन्य बाह्य पदार्थ होगा। लम्बाई किंगर के एक सिरे से दूसरे सिरे तक अनुदैर्घ्य रूप में मापी जाएगी। बीजकोष का रंग तथा लचीलापन हाथ से ताजी तोड़ी हुई गांठ से मापा जाएगा। चूरा तथा लुटिपूर्ण गांठों में घुन खाई गांठों को छोड़कर अपरिपक्व छोटी गांठें और या आन्तरिक रूप से नुकसानग्रस्त खाली तथा संरन्ध्रगांठें, कटी हुई तथा अन्य प्रकार की नुकसानग्रस्त गांठें सम्मिलित हैं।

अविनिर्दिष्ट: सही अर्थ में यह कोई श्रेणी नहीं है किन्तु इसका उपबन्ध उन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं। इस श्रेणी के अधीन हल्दी की गांठों का केवल 'पक्के आदेश' के विरुद्ध ही निर्यात किया जाएगा।

#### अनुसूची 2-क

भारत में उत्पादित अलभी किंगर के रूप में वाणिज्यिक रूप से जानी जाने वाली हल्दी की किस्म की क्वालिटी का श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान	विशेष लक्षण					साधारण लक्षण
	लचीलापन	*अधिकतम भार के आधार पर टुकड़े प्रतिशत	अधिकतम भार के आधार पर बाह्य पदार्थ प्रतिशत	चूरा तथा लुटि-पूर्ण गांठ भार के आधार पर प्रतिशत	गांठ की और कटी हुई गांठों की प्रतिशतता भार के आधार पर अधिकतम	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
उत्तम	छूने में कठोर होनी चाहिए	5	1.0	3.0	4.0	1. हल्दी "किंगर" करबूसा लोंगा एल पोले की गोण राजजोम होगी। 2. बे—
अच्छी	छूने में कठोर होनी चाहिए	7	1.5	5.0	5.0	(क) अच्छी प्रकार से रखी, कसी बंधी हुई तथा गांठें (प्राथमिक राजजोम) और खराब संरन्ध्र गांठों से मुक्त होगी।
अविनिर्दिष्ट	—	—	—	—	—	(ख) आकार, लम्बाई, रंग तथा किस्म के अन्य लक्षणों से मुक्त होगी।



- (ग) पूरी तरह सूखी हुई, कीचड़ों, नमी अधिक उबालने या फफूंदी के कारण नुकसान से मुक्त होंगी सिवाए इसके कि नमी तथा अधिक उबालने से नुकसानग्रस्त राहजोम के भार के आधार पर 1.0 प्रतिशत तथा 2.0 प्रतिशत की कमशः घण्टी श्रेणियों में भ्रंश दी जाएगी।
- (घ) रसायनों या रंगों से कृत्रिम रूप से रंग नहीं किया गया होगा।

टुकड़े सम्बाई में लम्बे, टूटे या साबुत 15 मि. मीटर के या कम के होंगे।

टिप्पणः—बाह्य पदार्थ में पपड़ी, सूखी पत्तियाँ, मिट्टी कण, धूल, जंजीरी तथा कोई अन्य बाह्य पदार्थ होगा। सम्बाई फिगर के एक सिरे से दूसरे सिरे तक अनुदैर्घ्य रूप से मापी जाएगी। बीज कोष का रंग तथा सजीलापन हाथ से ताजी तोड़ी हुई गाँठ से मापा जाएगा। चूरा तथा क्षुद्रपूर्ण गाँठों में धुन खाई गाँठों को छोड़कर अपरिपक्व छोटी गाँठें और या आन्तरिक रूप से नुकसानग्रस्त, खाली तथा संरक्ष गाँठें, कटी हुई गाँठें तथा अन्य प्रकार की नुकसानग्रस्त गाँठें सम्मिलित हैं।

अविनिदिष्टः सही धर्य में यह कोई श्रेणी नहीं है किन्तु इसका उपबंध उन उद्देश्यों के लिए किया गया है जो अन्य श्रेणियों के अंतर्गत नहीं आते हैं। इस श्रेणी के अंतर्गत हल्की की गाँठों का केवल पक्के आदेश के विरुद्ध ही निर्यात किया जाएगा।

#### अनुसूची 2-ख

भारत में उत्पादित "राजमोर" फिगर हल्की के रूप में वाणिज्यिक रूप से जानी जाने वाली हल्की का किसी एकल की क्वालिटी का श्रेणी या विधान और परिभाषाएँ

#### श्रेणी अभिधान

#### विशेष लक्षण

	सजीलापन	*अधिकतम भार के आधार पर टुकड़े प्रतिशत	अधिकतम भार के आधार पर बाह्य पदार्थ प्रतिशत	चूरा तथा क्षुद्रपूर्ण गाँठ, भार के आधार पर प्रतिशत अधिकतम	गाँठ की प्रतिशतता भार के आधार पर अधिकतम	हल्की की किस्मों का सम्मिश्रण (प्रतिशतता)	साधारण लक्षण
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
विशेष	छुने तथा धातु से तोड़ने पर फटोर होगी	3	1	3	2	2	1. हल्की "फिगर" कर क्युमा लीगा एल पोधि की गौण राहजोम होंगी। 2. बे--
उत्तम	-- 7योजकत--	5	1	5	3	5	(क) घण्टी प्रकार से रखी, कसी, बंधी हुई तथा गाँठें (आधमिक राहजोम) और खराब संरक्ष गाँठों से मुक्त होंगी।
घण्टी	फटोर होगी बाह्य	7	2	7	5	10	(ख) आकार सम्बाई, रंग तथा किस्म के अन्य लक्षणों से भ्रंश होंगी

1	2	3	4	5	6	7	8
प्रतिनिधि	--	--	4	--	--	10	(ग) पूरी तरह से सूखी ठुई, कीड़ों, नमी अधिक उबालने या फफूंदी के कारण नुकसान से मुक्त होगी सिवाय इसके कि नमी तथा अधिक उबालने से नुकसान- ग्रस्त राइजोम के भार के आधार पर 1.0 प्रतिशत तथा 2.0 प्रतिशत को कमजोर श्रेणी में अनुज्ञा दी जाएगी। (घ) रसायनों या रंगों से कृत्रिम रूप से रंग नहीं किया गया होगी।

\*टुकड़े लम्बाई में लम्बे, टूटे या साबुत 15 मि. मीटर के या कम के होंगे।

धमक फिगर या एंजाया गेस अर्थात् राजापोर किस्म में अनुज्ञेय कि केवल निर्यात के लिए फिगर के रूप में लिया जाएगा।

टिप्पणः--बाह्य पदार्थ में पपड़ी, सूखी पत्तियाँ, मिट्टी कण, धूल, गंदगी तथा कोई अन्य बाह्य पदार्थ होगा। लम्बाई फिगर के एक सिरे से दूसरे सिरे तक अनुदैर्घ्य रूप में भापी जाएगी। बीज कोष का रंग तथा लचीलापन हाथ से ताज़ी सोड़ी गई गांठ से मापा जाएगा। चुरा तथा कुटिपूर्ण गांठों में धुन खाई गांठों को छोड़कर अपरिपक्व छोटी गांठें और/या आन्तरिक रूप से नुकसानग्रस्त, खाली तथा संरक्ष गांठें, कटो हुई गांठें, तथा अन्य प्रकारक नुकसानग्रस्त गांठें सम्मिलित हैं।

अतिनिधिः--सही अर्थ में यह कोई श्रेणी नहीं है किन्तु इसका उपबंध उन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं इस श्रेणी के अन्तर्गत हल्की की गांठों का केवल "पक्के प्रादेश" के विरुद्ध ही निर्यात किया जाएगा।

### अनुसूची-3

भारत में उत्पादित हल्की गांठों (गोल, गैसस या गोला) की क्वालिटी का श्रेणी समीक्षण और परिभाषाएं :

श्रेणी अधिधान	विशेष लक्षण	साधारण लक्षण	
(1)	(2)	(3)	(4)
1. विशेष	1.0	1.0	1. हल्की बल्ब करक्यूमा लोगा एल, पीधे के प्राइमरी राइजोम होंगे
2. उत्तम	1.5	3.0	2. ब--
3. अच्छी	2.0	5.0	(क) पूर्ण विकसित, बिकनी, स्वस्थ, मुलायम तथा मुलिका से मुक्त होंगी।
प्रतिनिधि	--	--	(ख) आकार, लम्बाई (15 मि.मी. से कम नहीं) तथा किस्म के अन्य लक्षणों से मुक्त होगी। (ग) पूर्ण रूप से सूखें ; (घ) नमी के कारण खराब राइजोम के भार के आधार पर कीड़ों, नमी, अधिक उबालने या फफूंदी के कारण नुकसान से मुक्त होंगी सिवाय इसके कि नमी तथा अधिक उबालने से

नुकसानग्रस्त राजीम के भार के आधार पर 0.1 प्रतिशत तथा 0.2 प्रतिशत की क्रमशः छूट, उत्तम श्रेणियों में अनुज्ञा दी जाएगी।

(ख) रसायनों या रंगों से कृत्रिम रूप से रंग नहीं किया गया होगा।

टिप्पण :- बाह्य पदार्थ में पपड़ी, सूखी पत्तियाँ, चूरा, मिट्टी कण, धूल, गंदगी तथा अन्य बाह्य पदार्थ होंगे। चूरा तथा कूटपूर्ण गांठों में धुन लगी गांठों को छोड़कर अपरिपक्व छोटी फिगर और/या आन्तरिक रूप से नुकसानग्रस्त खाली गांठें सम्मिलित हैं।

लम्बाई गांठों की अधिकतम चौड़ाई के बिन्दु से मापी जाएगी।

गांठों में कोर का रंग ह्रास से ताज़ी तोड़ी गई गांठों से मापा जाएगा।

प्रविनिर्दिष्ट :- सही अर्थ में यह कोई श्रेणी नहीं है किन्तु इसका उपबंध उन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं। इस श्रेणी के अधीन हल्के को गांठों का केवल "पक्के आदेश" के विरुद्ध ही निर्णय किया जाएगा।

### अनुसूची 3-क

भारत में उत्पादित "राजपौर" हल्दी की गांठों के रूप में वाणिज्यिक रूप से जानी जाने वाली हल्दी की गांठों (गंज, गैस या गोला) की किसी किस्म की क्वालिटी के श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान	विशेष लक्षण	साधारण लक्षण	
	अधिकतम भार के आधार पर चूरा तथा कूटपूर्ण गांठ, पर बाह्य पदार्थ प्रतिशत	भार के आधार पर प्रतिशत	
1	2	3	4
1. विशेष	1.0	3.0	1. हल्दी बल्ब करवपूमा लीणा एल. पीछे के प्राइमरी राजजीम होंगे।
2. उत्तम	1.5	5.0	2. बे-
3. अच्छी	2.0	7.0	(क) पूर्ण विकसित, चिकनी, स्वस्थ, मूल्यमय तथा मुक्ति से मुक्त होंगी।
प्रविनिर्दिष्ट	---	---	(ख) आकार, लम्बाई (15 मि. मी. से कम नहीं) तथा किस्म के अन्य लक्षणों से मुक्त होंगी।
			(ग) पूर्ण रूप से सूखे :
			(घ) नमी के कारण खराब राजजीम के भार के आधार पर कीटों नमी, अधिक उबालने या फफूंदों के कारण नुकसान से मुक्त होंगी सिवाय इसके कि नमी तथा अधिक उबालने से नुकसानग्रस्त राजजीम के भार के आधार पर 0.1 प्रतिशत तथा 0.2 प्रतिशत की क्रमशः छूट उत्तम श्रेणियों में अनुज्ञा दी जाएगी।
			(ङ) रसायनों का रंगों से कृत्रिम रूप से रंग नहीं किया गया होगा।

टिप्पण :- बाह्य पदार्थ में पपड़ी, सूखी पत्तियाँ, चूरा मिट्टी कण, धूल, गंदगी तथा अन्य बाह्य पदार्थ होंगे।

2. चूरा तथा कूटपूर्ण गांठों में धुन लगी गांठों को छोड़कर अपरिपक्व फिगर और/या आन्तरिक रूप से नुकसानग्रस्त गांठें, खाली गांठें, कटोई हुई गांठें और अन्य प्रकार की नुकसानग्रस्त गांठें सम्मिलित हैं।

लम्बाई गांठों की अधिकतम चौड़ाई के बिन्दु से मापी जाएगी।

3. गांठों में कोर का रंग ह्रास से या नट केकर से ताज़ी तोड़ी गई गांठों से मापा जाएगा।

4. प्रविनिर्दिष्ट :- सही अर्थ में यह कोई श्रेणी नहीं है किन्तु इसका उपबंध उन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं। इस श्रेणी के अन्तर्गत हल्दी की गांठों का केवल "पक्के आदेश" के विरुद्ध ही निर्णय किया जाएगा।

## अनुसूची-4

हल्दी पूर्ण की क्वालिटी का श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान		विशेष लक्षण				साधारण लक्षण	
नमी, भार के आधार पर प्रतिशतता अधिकतम	कुल राख भार के आधार पर प्रतिशतता अधिकतम	ग्रन्थ बुलनशील राख, भार के आधार पर प्रतिशतता अधिकतम	सिक्का (पीबी) भाग प्रति दस लाख अधिकतम	स्टार्च भार के आधार पर प्रतिशतता अधिकतम	क्रोमेट परीक्षण		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
मानक	10.0	7.0	1.5	2.5	60.0	नकारात्मक	<p>1. हल्दी पूर्ण साफ, सूखी हल्दी (करकूम लौंग एथ (राइजोम को पीस कर तैयार किया गया है।</p> <p>2. इसका स्वाद अभिलाक्षणिक होगा, गंध होगी तथा वह फफूंदीदार गंध से मुक्त होगा।</p> <p>3. यह गंदगी, फफूंद वृद्धि तथा कीटप्रस्तता से मुक्त होगी।</p> <p>4. यह रंगीन पदार्थ जैसे क्लैडक्रोमेट, परिरक्ष को तथा बाह्य पदार्थ जैसे अनाज या दाल आटा या किसी मिलाए गए स्टार्च से मुक्त होगी।</p> <p>5. यह इतनी बारीकी से पीसी जाएगी कि 300-माइक्रोन छलनी में से निकल सके।</p>

## अनुसूची-4क

हल्दी पूर्ण (कोर्स ग्राउंड) की क्वालिटी का श्रेणी अभिधान और परिभाषा

श्रेणी		विशेष लक्षण				साधारण लक्षण	
अभिधान नमी, भार के आधार पर प्रतिशतता अधिकतम	कुल राख भार के आधार पर प्रतिशतता अधिकतम	ग्रन्थ बुलनशील राख, भार के आधार पर प्रतिशतता अधिकतम	सिक्का (पीबी) भाग प्रति दस लाख अधिकतम	स्टार्च भार के आधार पर प्रतिशतता अधिकतम	क्रोमेट परीक्षण		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
मानक	10.0	9.0	1.5	2.5	60.0	नकारात्मक	<p>1. हल्दी पूर्ण साफ, सूखा हल्दी (करकूम एलीगा एल) राइजोम को पीसकर तैयार किया जाएगा।</p> <p>2. इसका स्वाद अभिलाक्षणिक होगा, गंध होगी तथा वह फफूंदीदार गंध से मुक्त होगी।</p> <p>3. यह गंदगी, फफूंद वृद्धि तथा कीट प्रस्तता से मुक्त होगी।</p> <p>4. यह रंगीन पदार्थ जैसे क्लैडक्रोमेट, परिरक्षकों तथा बाह्य पदार्थ जैसे अनाज या दाल, आटा या किसी मिलाए गए स्टार्च से मुक्त होगी।</p> <p>5. यह इतनी बारीकी से पीसी जाएगी कि 300 माइक्रोन छलनी में से निकल सके।</p>

## MINISTRY OF COMMERCE

## ORDER

New Delhi, the 12th September, 1991

S.O. 2392.—Whereas for the development of the export trade of India, certain proposals for subjecting turmeric to quality control and inspection prior to export were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 22nd December 1990, under the Order of the Government of India in the Ministry of Commerce, No. S.O. 3419, dated the 7th December 1990;

And whereas the objections and suggestions were invited from all persons likely to be affected thereby within a period of forty-five days of the date of publication of the said Order in the Official Gazette;

And whereas the copies of the said Gazette were made available to the public on the 31st December, 1990;

And whereas the objections and suggestions received from the public on the said draft have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Export Inspection Council, being of opinion that it is necessary and expedient so to do for the development of the export trade of India, hereby—

(1) notifies that turmeric shall be subject to quality control and inspection prior to export;

(2) specifies the type of quality control and inspection in accordance with the Export of Turmeric (Quality Control and Inspection) Rules, 1991, as the type of quality control and inspection which shall be applied to such turmeric prior to export;

(3) recognises—

- the national standards of importing countries and such international standards as are recognised by the Export Inspection Council ;
- the contractual specifications agreed to between the foreign buyer and the exporter provided that such specifications are not below the minimum specifications as set out in the Schedule to this Order;
- the grade designation formulated under the Turmeric Grading and Marking Rules, 1964, as set out in Schedule to IVA appended to this Order provide that such specifications are in conformity with clause (b);
- in the absence of contractual specifications the minimum specifications set out in the Schedule appended to this Order :

Provided that the specification mentioned in clause (a) (b), (c) and (d) shall also conform to the Food Laws, if any, in force in the importing country.

(4) to prohibit the export, in the course of international trade of turmeric unless a mark or seal recognised by the Central Government indicating that it conforms to the standard specifications applicable to it has been affixed or applied to packages or containers of such turmeric is accompanied by a certificate of grade issued by the Agricultural Marketing Adviser to the Government of India or by any of the agencies established under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that such turmeric conforms to the aforesaid standard specifications and is exportworthy.

2. Nothing in this Order shall apply to export by sea, land or air of bona fide samples of turmeric not exceeding in value rupees fifty only to prospective buyers.

3. In this Order, "turmeric" means the turmeric both in whole and powdered produced in India.

4. This Order shall come into force on the date of its publication in the Official Gazette.

## SCHEDULE I

Grade designations and definitions of quality of turmeric 'Fingers' produced in India (for varieties other than Alleppey variety)

Grade designation	Special Characteristics					General characteristic
	Flexibility	*Pieces, percent-age by weight maximum	Foreign matter, percent-age by weight maximum	Chura and defective bulbs, percent-age by weight	Percent-age of bulbs by weight maximum	
1	2	2	4	5	6	7
Special	Should be hard to touch and break with metallic twang.	2	1.0	0.5	2.0	1. The turmeric 'fingers' shall be secondary rhizomes of the plant <i>Curcuma longa</i> L.
Good	Should be hard to touch and break with metallic twang.	3	1.5	1.0	3.0	2. They shall (a) be well set and closely grained and be free from bulbs (primary rhizomes) and ill-developed porous fingers;
Fair	Should be hard	5	2.0	1.5	5.0	(b) have the shape, length, colour and other characteristics of the variety;
Non specified						(c) be perfectly dry and free from damage caused by weevils, moisture, over-boiling or fungus attack except that 1.0 per cent and 2.0 per cent by weight of rhiz-

mes damaged by moisture and over-boiling should be allowed in grades Good and Fair respectively:

(d) not have been artificially coloured with chemicals or dyes.

\*Pieces are fingers, broken or whole of 15 mm or less in length.

Note : Foreign matter includes chaff, dried leaves, clay particles, dust, dirt and any other extraneous matter. Length shall be reckoned from one tip of the finger to the other tip longitudinally. Colour of core and flexibility shall be reckoned from finger's freshly broken with hand. Chura and defective bulbs include immature small fingers and/or bulbs, internally damaged, hollow and porous bulbs, but bulbs and other types of damaged bulbs except weevilled bulbs.

Non-specified This is not a grade in its strict sense, but has been provided for the produce not covered by other grades. Turmeric fingers under this grade shall be exported only against a 'firm order'.

#### SCHEDULE-II A

Grade designations and definitions of quality of a variety of turmeric commercially known as Alleppey Finger Turmeric produced in India

Grade designation	Flexibility	Special characteristics				General characteristic
		*Pieces Percent- age by weight maximum	Foreign matter. percent- age by weight maximum	Chura and defective bulbs, per centage by weight maximum	Percent- age of bulbs and cut bulbs by weight maximum	
1	2	3	4	5	6	7
Good	Should be hard to touch.	5	1.0	3.0	4.0	(1) The turmeric 'fingers' shall be secondary rhizomes of the plant <i>Curcuma longa</i> L.
Fair	--do--	7	1.5	5.0	5.0	(2) They shall—
Non-specified						(a) be well set and closely grained and free from bulbs (primary rhizomes) and ill-developed porous fingers; (b) have the shape, length, weinkles colour and other characteristics of the variety; (c) be perfectly dry and free from damage caused by weevils, moisture, over-boiling or fungus attack except that 1.0 per cent and 2.0 per cent by weight of rhizomes damaged by moisture and over-boiling shall be allowed in grades good and fair respectively. (d) not have been artificially coloured with chemicals or dyes.

\*Pieces are fingers, broken or whole of 15 mm or less in length.

Note : Foreign matter includes chaff, dried leaves, clay particles, dust, dirt and any other extraneous matter. Lengths shall be reckoned from one tip of the finger to the other tip longitudinally. Colour on core and flexibility shall be reckoned from fingers freshly broken with hands. Chura and defective bulb include immature small fingers and/or bulbs, internally damaged, hollow and porous bulbs, cut bulbs and other types of damaged bulbs, except weevilled bulbs.

Non-specified : This is not a grade in its strict sense, but has been provided for the produce not covered by the other grades. Turmeric fingers under this grade shall be exported only against a 'firm order'.

## SCHEDULE - IIB

Grade designations and definitions of quality of a variety of turmeric commercially known as 'Rajapore' Finger Turmeric produced in India

Grade designation	Flexibility	Special Characteristics					General characteristics
		* Pieces, percentage by weight maximum	Foreign matter, percentage by weight maximum	Chura and defective bulbs, percentage by weight maximum	Percentage of bulbs by weight maximum	Admixture of varieties of turmeric (percentage).	
1	2	3	4	5	6	7	8
Special	Should be hard to touch and break with metallic twang.	3	1	3	2	2	(1) The turmeric 'fingers' shall be secondary rhizomes of the plant <i>Curcuma longa</i> L. (2) They shall
Good	Ditto	5	14	5	3	5	(a) be well set and closely grained and
Fair	Should be hard	7	2	7	5	10	be free from bulbs (primary rhizomes) and ill-developed porous fingers;
Non-specified			4	---	---	10	(b) have the shape, length, colour and other characteristic of the variety; (c) be perfectly dry and free from damage caused by weevils, moisture, over-boiling or fungus attack except that 1 per cent and 2 per cent by weight of rhizomes, damaged by 'moisture' and over-boiling shall be allowed in grades Good and Fair respectively; (d) not have been artificially coloured with chemicals or dyes.

\*Pieces are fingers, broken on whole, of 15 mm. or less in length.

Thumb fingers or Angatha gathes, i.e. Ungathas in Rajapore variety shall be taken as fingers for export only.

NOTE : Foreign matter includes chaff, dried leaves, clay particles, dust, dirt and any other extraneous matter. Length shall be reckoned from one tip of the finger to the other tip longitudinally. Colour of core and flexibility shall be reckoned from fingers freshly broken with hands. Chura and defective bulbs include immature shall fingers and/or bulbs, internally damaged, hollow and porous bulbs, cut bulbs and other types of damaged bulbs except weevilled bulbs. Non-specified : This is not a grade in its strict sense but has been provided for the produce not covered by the other grades. Turmeric fingers under this grade shall be exported only against a 'firm order'.

## SCHEDULE - III

Grades designations and definitions of quality of Turmeric Bulbs (Round, Gathas or Golas) produced in India

Grade designation	Special Characteristics		General characteristics
	Foreign matter percentage by weight maximum	Churu and defective bulbs and percentage by weight	
1	2	3	4
1. Special	1.0	1.0	1. The turmeric shall be primary rhizomes of the plant <i>Curcuma longa</i> L.
2. Good	1.5	3.0	2. They shall
3. Fair	2.0	5.0	(a) be well-developed, smooth, sound, soft and free from root-lets;
Non-specified			

- (b) have the shape, length (not below 15 mm) and colour characteristics of the variety;
- (c) be perfectly dry;
- (d) be free from damage caused by weevils, moisture, over-boiling or fungus attack except that 0.1 per cent and 0.2 per cent by weight of rhizomes damaged by moisture and over-boiling shall be allowed in grades Good and Fair respectively;
- (e) have not been artificially coloured with chemicals or dyes.

NOTE : Foreign matter includes chaff, dried leaves, powder, clay particle dust, dirt and any other extraneous matter.

Chura and defective bulbs include immature small fingers and/or bulbs internally damaged, hollow bulbs, except weevilled bulbs.

Length shall be reckoned at the points of greatest thickness of the bulbs.

Colour of core shall be reckoned in bulbs freshly broken with hands.

Non specified : This is not a grade in its strict sense, but has been provided for the produce not covered by the other grades, Turmeric bulbs under this grade shall be exported only against a 'firm order'.

#### SCHEDULE - III A

Grade designations and definitions of quality of a variety of turmeric bulbs (Round, Gathas or Gola) commercially known at 'Rajapore' turmeric bulbs produced in India.

Grade designation	Special characteristics		General characteristics
	Foreign matter, percentage by weight maximum	Chura and defective bulbs, percentage by weight maximum	
1	2	3	4
Special	1.0	3.0	1. The turmeric bulbs shall be primary rhizomes of the plant <i>Curcuma Longa</i> L.
Good	1.5	5.0	
Fair	2.0	7.0	2. They shall—
Non-specified			(a) be well-developed, smooth, sound, soft and free from rootlets;
			(b) have the shape, length (not below 15 mm) and colour characteristics of the variety;
			(c) be perfectly dry;
			(d) be free from damage caused by weevils, moisture, over-boiling or fungus attack except that 0.1 percent and 0.2 percent by weight of rhizomes damaged by moisture and over boiling shall be allowed in grades Good and Fair respectively.
			(e) have not been artificially coloured with chemicals or dyes.

#### NOTES :

1. Foreign matter includes chaff, dried leaves, powder, clay particles, dust, dirt and any other extraneous matter.
2. Chura and defective bulbs include immature small fingers and/or bulbs internally damaged, hollow bulb-cut bulbs and other types of damaged bulbs except weevilled bulbs.
3. Length shall be reckoned at the points of greatest thickness of the bulbs.
4. Colour of core shall be reckoned in bulbs freshly broken with hands or nut-cracker.
5. Non-specified : This is not a grade in its strict sense but has been provided for the produce not covered by the other grades. Turmeric bulbs under this grade shall be exported only against a 'Firm order'.



## SCHEDULE - IV

## Grade designation and definition of quality of Turmeric Powder

Grade	Special characteristics					General characteristics	
	Designation	Moisture, percent- age by weight maxi- mum	Total ash, percent- age by weight maxi- mum	Acid in- soluble ash, per- centage by weight maxi- mum	Lead as (Pb) parts per million maxi- mum	Starch, percent- age by weight maxi- mum	Chromate test
1	2	3	4	5	6	7	8
Standard	10.0	7.0	1.5	2.5	60.0	Negative	<ol style="list-style-type: none"> <li>1. The turmeric powder shall be prepared by grinding clean, dry turmeric (<i>Curcuma Longa L.</i>) rhizomes.</li> <li>2. It shall have its characteristics tests, flavour and be free from musty odour.</li> <li>3. It shall be free from dirt, mould growth and insect infestation.</li> <li>4. It shall be free from any colour in matter such as lead chromate, preservatives and extraneous matter such as cereal or pulse, flour or any added starch.</li> <li>5. It shall be ground to such a fineness that all of its passes through a 300 micron sieve.</li> </ol>

## SCHEDULE - IVA

## Grade designation and definition of quality of Turmeric Powder (Coarse Ground)

Grade designation	Special characteristics					General characteristics	
	Moisture, percent- age by weight maximum	Total ash, percent- age by weight maximum	Acid in- soluble ash, per- centage by weight maximum	Lead as (Pb) parts per million maximum	Starch, percent- age by weight maximum	Chromate test	
1	2	3	4	5	6	7	8
Standard	10.0	9.0	1.5	2.5	60.0	Negative	<ol style="list-style-type: none"> <li>1. The 'turmeric' powder shall be prepared by grinding clean, dry turmeric (<i>Curcuma Longa L.</i>) rhizomes.</li> <li>2. It shall have its characteristic taste, flavour and be free from musty odour.</li> <li>3. It shall be free from dirt, mould growth and insect infestation.</li> <li>4. It shall be free from any colouring matter such as lead chromate, preservatives and extraneous matter such as cereal or pulse, flour or any added starch.</li> <li>5. It shall be ground to such a fineness that all of it passes through a 500 micron sieve.</li> </ol>

का.आ. 2393.--निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की अपेक्षानुसार भारत के निर्यात व्यापार के विकास के लिए अदरक के निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण करने के लिए कनिष्ठ प्रस्ताव भारत सरकार के वाणिज्य मंत्रालय के का.आ. स. 3420 तारीख 7 दिसम्बर, 1990 के अधीन भारत के राजपत्र, भाग-2, खंड-3, उपखंड-(ii) तारीख 22 दिसम्बर, 1990 में प्रकाशित किए गए थे;

और ऐसे सभी व्यक्तियों से जिनके उनसे प्रभावित होने की संभावना थी उक्त आदेश के राजपत्र में प्रकाशन की तारीख से पैतानीम दिन के भीतर आक्षेप और सुझाव मांगे गए थे;

और उक्त राजपत्र की प्रतियां 31 दिसम्बर, 1990 को जनता को उपलब्ध करा दी गई थी;

और उक्त प्रारूप के संबंध में जनता से प्राप्त आक्षेपों तथा सुझावों पर केन्द्रीय सरकार ने विचार कर लिया है;

अतः, अब केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, निर्यात निरीक्षण परिषद् से परामर्श करने के पश्चात् अपनी यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है:—

- (1) यह अधिसूचित करती है कि अदरक निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होगा;
- (2) अदरक निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1991 के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को ऐसे क्वालिटी नियंत्रण और निरीक्षण के प्रकार के रूप में विनिर्दिष्ट करती है जो निर्यात से पूर्व ऐसी अदरक को लागू होगा;
- (3) (क) आयात करने वाले देशों के राष्ट्रीय मानकों और ऐसे अन्तर्राष्ट्रीय मानकों को, जो निर्यात निरीक्षण परिषद् द्वारा मान्यताप्राप्त हैं;

(ख) विदेशी क्रेता और निर्यातकर्ता के बीच करार किए गए संविदात्मक विनिर्देशों को, मान्यता देती है परन्तु यह तब कि ऐसे विनिर्देश इस आदेश को अनुसूची में उपर्युक्त न्यूनतम विनिर्देशों से कम न हों;

(ग) इस आदेश से संलग्न अनुसूची 1 से 9 में उपर्युक्त अदरक श्रेणीकरण तथा विज्ञापन नियम, 1964 के अधीन बनाए गए श्रेणी अभिधान को मान्यता देती है। परन्तु यह तब जब कि ऐसे विनिर्देश स्तम्भ (ख) के अनुरूप हों;

(घ) संविदात्मक विनिर्देशों के अभाव में इस आदेश से संलग्न अनुसूची में उपर्युक्त न्यूनतम विनिर्देशों को मान्यता देती है।

परन्तु यह तब जब कि खंड (क), (ख), (ग) तथा (घ) में उल्लिखित विनिर्देश आयातित देशों में लागू, खास ब्रिजियों, यदि कोई हो, के भी अनुरूप होंगे;

मान्यता देनी है।

(4) अन्तर्राष्ट्रीय व्यापार के दौरान अदरक के निर्यात को तब तक प्रतिस्पर्द्ध करना जब तक कि केन्द्रीय सरकार द्वारा मान्यताप्राप्त ऐसा कोई चिन्ह या सील ऐसी अदरक के पैकेजों और आयातों पर चिपकाई या लगाई न गई हो जिसमें यह उद्दिष्ट हो कि वह उसको लागू मानक विनिर्देशों के अनुरूप है और उसके साथ भारत सरकार के कृषि विपणन मलाहकार या निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन स्थापित किसी अधिकार्य द्वारा जारी किया गया इस आदेश का प्रमाणपत्र न हो कि ऐसी अदरक पूर्वोक्त मानक विनिर्देशों के अनुरूप है तथा निर्यात योग्य है।

2. इस आदेश की कोई भी बात प्रभावी क्रेताओं, को समुद्र भूमि तथा वायु मार्ग द्वारा अदरक के ऐसे नमूनों के निर्यात को लागू होगी जिनका मूल्य केवल पचास रुपये से अधिक न हो।
3. इस आदेश में "अदरक" से भारत में स्थापित जिजिबर ऑफिशिनल चाहे सामुत हो या पूर्ण अभिप्रेत है।
4. यह आदेश राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

#### अनुसूची-I

विकृत अदरकित अदरक का श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	विशेष लक्षण		साधारण लक्षण
	राष्ट्रजोम का आकार	विजातीय पदार्थ प्रविष्टता (भार के आधार पर) अधिकतम	
(1)	(2)	(3)	(4)
विकृत अदरकित कार्नाटक एनजोके)	लम्बाई में 15 मि.मी. से कम नहीं	2.0	अदरक साबुत
			(1) जिजिबर ऑफिशिनल रोज के सुझाए हुए ऐसे राष्ट्रजोम होंगे जो आकार और प्रकार में अनियमित टुकड़ों में किस्म के फाइबर अंश लक्षणों सहित रंग में पोले भूरे होंगे जिनका छिजका पूरा तरह उगारा हुआ नहीं होगा तथा जिनमें से विकृत करके टुकड़े हटाए गए होंगे।
			(2) विनिष्ट स्वाद को और मुरझिक होंगे, स्वास्थ्यप्रद तथा उतका स्वाद विकृतगंध या कड़वा नहीं होगा उनमें फफूँदा दार गंध न होगी।
			(3) उचित रूप से सुखी हुई और फफूँदी तथा रोगाणु उत्प्रेषण से मुक्त होगी।

टिप्पण: साइज के लिए सहायता अधिकतम 3 प्रतिशत सहायता अनुज्ञात होगी। बाह्य पदार्थ से अशुद्ध या मुक्त शेष अदरक सहित सभी विजातीय पदार्थ अभिप्रेत है।

## अनुसूची-2

अधिकृत अविरजित कालंकट अदरक का क्वालिटी का श्रेणी अभिधान तथा परिभाषा।

श्रेणी अभिधान	विशेष लक्षण			साधारण लक्षण	
	राजजोम का आकार	विजातीय पदार्थ प्रतिशतता (भार के आधार पर) अधिकतम	मूल्य हल्के टुकड़ों की प्रतिशतता (भार के आधार पर) अधिकतम		
	1	2	3	4	5
अधिकृत अविरजित कालांकट	लम्बाई में 15 मि.मी.	3.0	4.0	अदरक गंध	
विशेष (एन. ए. जी. के.)	से न्यून			(1) जिजिबर ऑफिशियल रोल के मुताबिक हुए ऐसे राजजोम होंगे जो आकार और प्रकार में अनियमित टुकड़ों में किस्म के फाइबर और लक्षणों सहित रंग में पीले भूरे होंगे जिनका छिलका पूरी तरह उतरा हुआ नहीं होगा।	
अधिकृत अविरजित (कालांकट) उष्म (एन. ए. जी. के.)	यथोक्त	4.0	6.0	(2) विशिष्ट स्वाद की और सुगंध होगी, स्वास्थ्यप्रद है तथा उसका स्वाद विह्वलता या कड़वा नहीं होगा या उनमें फफूंदीदार गंध नहीं होगी।	
अधिकृत अविरजित कालांकट अविविष्ट ट एम.एम (एन. ए. जी. के.)	यथोक्त	*	*	(3) उचित रूप में सूखा हुई और फफूंदी तथा रोगाणु उत्पन्न से मुक्त होगी।	

\* गैर कि केला के साथ हुई संविधा में विविष्ट हो।

टिप्पण:

- विजातीय पदार्थ से अशक्त या मुक्त शेष अदरक सहित सभी विजातीय पदार्थ अभिप्रेत है।
- आकस्मिक गलतियों के कारण आकार के लिए सहायता "विशेष" श्रेणी के मामले में 7 प्रतिशत और "उत्तम" श्रेणी के मामले में 15 प्रतिशत तक अनुज्ञात होगी। अतिरिष्ट श्रेणी के मामले में कोई सहायता विहित नहीं है, तथापि यह केला के साथ हुई संविधा के निबंधनों पर निर्भर करेगा।
- अविविष्ट श्रेणी सही धर्म में कोई श्रेणी नहीं है किन्तु इसका उल्लेख उक्त उद्देश्यों के लिए किया गया है जो अन्य श्रेणियों के अंतर्गत नहीं आते हैं। इस श्रेणी के अन्तर्गत अदरक का केवल पक्के आदेश के विरुद्ध ही निर्यात किया जाएगा।
- "पक्के आदेश" से अभिप्रेत है कि संविदात्मक अदरक का संपूर्ण मूल्य भारत में शतप्रतिशत अवमूल्य प्रत्येक पत्र (केडिट पत्र) खोलकर अग्रिम रूप में प्राप्त किया गया है जो कि लदान रसीद से समर्थित पोत परिवहन पत्र के प्रस्तुत करने पर भुनाया जा सकता है अथवा किन्हीं अन्य प्रकार से प्रत्याप्त है।

## अनुसूची 3

अधिकृत अविरजित कोचीन अदरक की क्वालिटी की श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	विशेष लक्षण		माधारण लक्षण
	*राइजोम का आकार	विजातीय पदार्थ प्रतिशतता (भार के आधार पर) अधिकतम	
1	2	3	4
अधिकृत अविरजित कोचीन (एन जी सी)	लम्बाई में 15 मि.मी. से अन्यून	2.0	(1) अदरक जिजिबर आफिशियल रोल के मुताबिक हुए ऐसे राइजोम होंगे जो आकार और प्रकार में अनियमित टुकड़ों में किस्म फाइबर के अंग लक्षणों सहित रंग में पीले भूरे होंगे जिनका छिलका पूरी तरह न उतरा हुआ नहीं होगा जिनमें से विकृत करके छोटे टुकड़े हटाए गए होंगे।  (2) विशिष्ट स्वाद की और सुगंध होगी, स्वास्थ्यप्रद तथा उसका स्वाद विह्वल गंधी या कड़वा नहीं होगी या उसमें फफूंदीदार गंध नहीं है।  (3) उचित रूप से सूखी हुई फफूंदी तथा रोगाणु उत्पन्न से मुक्त होगी।

टिप्पण :- साइज के लिए सहायता अधिकतम 3 प्रतिशत सहायता अनुज्ञात होगी। विजातीय पदार्थ से अशक्त या मुक्त शेष अदरक सहित सभी विजातीय पदार्थ अभिप्रेत है।

## अनुसूची-4

अधिकृत अविरजित कोचीन अदरक की क्वालिटी की श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान	विशेष लक्षण	साधारण लक्षण		
राइजोम का आकार	विज्ञानीय पदार्थ प्रति- शतता (भार के आकार पर) अधिकतम	बहुत हल्के टुकड़ों की प्रतिशतता (भार के आकार पर) अधिक- तम		
1	2	3	4	5
अधिकृत अविरजित कोचीन लम्बाई में 15 मि.मी. विशेष (एन यू जी सी) से अन्यून	3.0	4.0	अदरक साबुत	(1) जिजिबर औफिशियल रोज के सुखाए हुए ऐसे राइ- जोम आकार और प्रकार में अनियमित टुकड़ों में होंगे जो किस्म के फाईबर अंश लक्षणों सहित रंग में पीले भूरे होंगे जिनका छिलका पूरी तरह उतरा हुआ नहीं होगा ।
अधिकृत अविरजित कोचीन --यथोक्त-- उत्तम (एन यू जी सी)	4.0	6.0	(2) त्रिगुणित स्वाद की और मुख्यिक होगी, स्वास्थ- प्रसू तथा उसका स्वाद बहुत गंधी या कड़वा नहीं होना या उसमें फफूंदीदार गंध नहीं होगी ।	
अधिकृत अविरजित कोचीन --यथोक्त-- (एन यू जी सी) एन एस अविनिर्दिष्ट	*	*	(3) पर्याप्त (उचित) रूप से सूखी हुई तथा फफूंदी और रोगाणु उत्पीड़न से मुक्त होंगी ।	

\*जैसा कि श्रेणी के साथ हुई संविदा में विनिर्दिष्ट हो।

टिप्पण : 1 बाह्य सामग्री से प्रशक्त या स्पेण्ट मुक्तशेष अदरक सहित सभी विज्ञातीय पदार्थ अभिप्रेत हैं।

2. प्राकृतिक गलतियों के कारण आकार के लिए सहायता "विशेष" श्रेणी के मामले में 7 प्रतिशत या "उत्तम" श्रेणी के मामले में 15 प्रतिशत तक अनुज्ञात होगा। अविनिर्दिष्ट श्रेणी के मामले में कोई सहायता विहित नहीं है तथापि यह श्रेणी के साथ हुए संविदा के निबंधनों पर निर्भर होगा।
1. अविनिर्दिष्ट श्रेणी सही अर्थ में कोई श्रेणी नहीं है किन्तु इसका उपबंध उन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं। इस श्रेणी के अन्तर्गत अदरक का केवल उसके आवेश के विरुद्ध ही निर्यात किया जाएगा।
4. "पक्के आवेश" से अभिप्रेत है कि संविदात्मक अदरक का संपूर्ण मूल्य भारत में शत प्रतिशत अवसूलीय प्रत्यय पत्र (केडिट पत्र) खोलकर अग्रिम रूप से प्राप्त किया गया हो जो कि लदाय रसीद के समर्थित पोत परिवहन के प्रस्तुत करने पर भुनाया जा सकता है या किसी प्रकार के प्रत्याभूत हो।

## अनुसूची-5

विकृत विरजित कोचीन अदरक की क्वालिटी की श्रेणी अभिधान तथा परिभाषा

श्रेणी अभिधान	विशेष लक्षण		साधारण लक्षण	
	राइजोम का आकार	विज्ञातीय पदार्थ प्रति- शतता (भार के आकार पर ) अधिकतम	कैल्शियम आक्साइड जैसा बूना के प्रतिशतता ( भार के आधार पर ) अधिकतम	
1	2	3	4	5
विकृत विरजित कोचीन (बी. जी.सी.)	लम्बाई में 15 मि.मि. से अन्यून	2.0	3.5	अदरक साबुत (1) जिजिबर औफिशियल रोज के सुखाए हुए ऐसे राइजोम होंगे जो आकार और प्रकार में अनियमित टुकड़ों में किस्म के फाइबर के अंश लक्षणों सहित रंग में पीले भूरे होंगे जिनका छिलका पूरी तरह उतरा नहीं होगा तथा जिनमें से विकृत करके छोटे टुकड़े हटाए गए होने ।

(2) गिरिगिट्टि खाद की गौर गृहण होगी, स्वास्थ्यप्रद तथा उमड़ा खाद विकृत रंगों या कड़वा नहीं होगा या उममें फफूँदीदार गंध नहीं होगी।

(3) उचित रूप से सूखी हुई और फफूँदी तथा रोगाणु उत्प्रेरण से मुक्त होगी।

टिप्पण : साष्टन के लिए सहायता अधिकतम 3 प्रतिशत सहायता अनुदान होगी। विज्ञानीय पदार्थों में अग्रतम मुक्तशेष अदरक सहित सभी विज्ञानीय पदार्थ अभिप्रेत हैं।

## अनुसूची-6

अविजित विरजित कोचीन अदरक की क्वालिटी की श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान	विशेष लक्षण	साधारण लक्षण
राष्ट्रजोम का आकार	विज्ञानीय पदार्थों का प्रतिशतता (भार के आधार पर) अधिकतम	वैलिथयम ओसाइड जैसा चूना को जैसा चूना को प्रतिशतता (भार के आधार पर) अधिकतम
1	2	3
अविजित अविजित	लम्बाई में 15	3.0
कोचीन विशेष (बी. मिमी. से अनुदान यू.जी.सी.)		4.0
अविजित विरजित	--संयोजित--	4.0
कोचीन		6.0
अविजित विरजित	--संयोजित--	*
कोचीन अनिच्छित (बी.यू.मी.जी.)		*
एन.एम.		*

अधिकतम

जैसा कि जेता के साथ संविदा में विनिर्दिष्ट हो।

टिप्पण : 1. बाह्य सामग्री से आशय या मुक्तशेष अदरक सहित सभी विज्ञानीय पदार्थ अभिप्रेत हैं।

2. आकस्मिक गमलियों के कारण आकार के लिए सहायता "विशेष" श्रेणी के मामले में 7 प्रतिशत अथवा "उत्तम" श्रेणी के मामले में 15 प्रतिशत तक अनुदान होगा अविनिर्दिष्ट श्रेणी के मामले में कोई सहायता विहित नहीं है, तथापि यह जेता के साथ हुए संविदा के निबन्धनों पर निर्भर होगा।

3. अविनिर्दिष्ट श्रेणी सभी अर्थ में कोई ऐसा श्रेणी नहीं है किन्तु इसका उपबंध उन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं इस श्रेणी के अन्तर्गत अदरक का केवल पक्के आदेश के विरुद्ध ही नियंत्रित किया जाएगा।

4. "पक्के आदेश" से अभिप्रेत है कि संविदात्मक अदरक का संपूर्ण मुख्य भारत में जन प्रतिशत प्रमुखीय प्रथम पत्र (कैडेट पत्र) खोलेकर अभिप्रेत रूप से प्राप्त किया गया हो जो कि तबान रसीद से समर्पित पत्र परिवहन पत्र के प्रस्तुत करने पर भुनाया जा सकता है अथवा किसी अन्य प्रकार से प्रत्याभूत है।

## अनुसूची-7

विकृत विरजित कोचीन अदरक की क्वालिटी की श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	विशेष लक्षण	साधारण लक्षण
राष्ट्रजोम का आकार	विज्ञानीय पदार्थों के प्रतिशतता (भार के आधार पर) अधिकतम	वैलिथयम ओसाइड जैसा चूना को प्रतिशतता (भार के आधार पर) अधिकतम
1	2	3
विकृत विरजित कोचीन	लम्बाई में 15 मिमी. से अनुदान	2.0
(बी.जी.के.)		3.5

अदरक सावुत  
1. जिजिबर, ओफिशिनल रोज के गुणाएं हुए ऐसे राष्ट्रजोम हों जो आकार और प्रकार में अनियमित टुकड़ों में किस्म के फाबर के अंग लक्षण सहित रंग में पीले भूरे होंगे जिनका छिलका पूरी तरह उतरा हुआ नहीं होगा तथा उनमें से विकृत कड़े छोटे टुकड़े हटाए गए होंगे।

1	2	3	4	5
				2. विशिष्ट स्वाद की और सुरक्षित होगी, स्वास्थप्रद तथा उसका स्वाद विकृत गंधों या कड़वा नहीं होगा या उसमें फफूंदीदार गंध नहीं होगी।
				3. उचित रूप से सूखी हुई और फफूंदी तथा रोगाणु उत्पीड़न से मुक्त होगी।

साइज के लिए सहायता : अधिकतम 3 प्रतिशत सहायताएं अनुज्ञात होंगी।

वाह्य सामग्री से अणुक या मुक्तगण अवशेष सहित सभी विजातीय पदार्थ अभिप्रेत है।

#### अनुसूची-8

अविकृत विरंजित कालीकट कदरक की क्वालिटी की श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान	विशेष लक्षण			साधारण लक्षण	
श्रेणी अभिधान	राइजोम का आकार विजातीय पदार्थ की प्रतिशतता (भार के आधार पर ) अधिकतम	बहुत हल्के टुकड़ों की प्रतिशतता (भार के आधार पर ) अधिकतम	कैल्शियम आक्सा-माइड जैसा बुना की प्रतिशतता (भार के आधार पर ) अधिकतम		
1	2	3	4	5	6
अविकृत विरंजित कालीकट विशेष (बी.यू.जी.के.)	लम्बाई में 15 मि.मी. से अन्यून	3.0	4.0	4.0	अवरक साबुत (1) जिजिवर औफिशियल रोज के मुखाएं हुए ऐसे राइजोम होंगे जो आकार और प्रकार में ,अनियमित टुकड़ों में किस्म के फाईबर अण लक्षण सहित रंग में पीले भूरे होंगे । जिनमें से छिलका पूरी तरह उतरा नहीं होगा और जो चुनने को विरंजित नहीं होंगे ।  (2) विशिष्ट स्वाद की और सुरक्षित होंगी, स्वाद प्रब तथा उसका स्वाद विकृत गंधी या कड़वा नहीं हो गया उसमें फफूंदीदार गंध नहीं होगी ।  (3) उचित रूप से सूखी हुई और फफूंदी तथा रोगाणु उत्पीडन से मुक्त होगी ।
अविकृत विरंजित कालीकट—यथोक्त—उत्तम (बी.यू.जी.के.)		4.0	6.0	6.0	
अविकृत विरंजित कालीकट, अविनिर्दिष्ट (बी.यू.जी.के.) एन.एस.		*	*	*	

टिप्पणियां :— \*जैसा कि क्रेता के साथ हुई संविदा में विनिर्दिष्ट हो :

1. वाह्य सामग्री से अणुक या मुक्तगण अवशेष सहित सभी विजातीय पदार्थ अभिप्रेत है।
2. आकस्मिक गलतियों के कारण आकार के लिए सहायता "विशेष श्रेणी" के मामले में 7 प्रतिशत अथवा "उत्तम" श्रेणी के मामले में 15 प्रतिशत तक अनुज्ञात होगा। अविनिर्दिष्ट श्रेणी के मामले में कोई सहायता विहित नहीं है तथापि यह क्रेता के साथ हुई संविदा के निबन्धनों पर निर्भर होगा।
3. अविनिर्दिष्ट श्रेणी सही अर्थ में कोई श्रेणी नहीं है किन्तु इसका उपबंध इन उत्पादों के लिए किया गया है जो अन्य श्रेणियों के अन्तर्गत नहीं आते हैं इस श्रेणी के अन्तर्गत अवरक का केवल पक्के आदेश के विरुद्ध ही निर्यात किया जायेगा।
4. "पक्के आदेश" से अभिप्रेत है कि संविदात्मक अवरक का सम्पूर्ण मूल्य भारत में गतप्रतिशत अथवा मूल्य पत्र (क्रेडिट पत्र) खोलकर अभिप्रेत रूप में प्राप्त किया गया हो जो कि पोत लदान की रसीद से समर्पित पोत परिवहन पत्र के प्रस्तुत करने पर भुनाया जा सकता है अथवा किसी अन्य प्रकार से प्रत्याभूत है।

## अनुसूची-9

## अदरक बूण की क्वालिटी की श्रेणी अभिधान और परिभाषाएं

श्रेणी अभिधान			विशेष लक्षण			मापकरण लक्षण		
भारत के आधार पर अधिकतम	भारत के आधार पर कुल राख का प्रतिशतता	भारत के आधार पर अधिकतम प्रतिशतता	भारत के आधार पर धूलनशील राख की अधिकतम प्रतिशतता	भारत के आधार पर धूलनशील राख की अधिकतम प्रतिशतता	भारत के आधार पर धूलनशील राख की अधिकतम प्रतिशतता	भारत के आधार पर धूलनशील राख की अधिकतम प्रतिशतता	भारत के आधार पर धूलनशील राख की अधिकतम प्रतिशतता	भारत के आधार पर धूलनशील राख की अधिकतम प्रतिशतता
1	2	3	4	5	6	7	8	9
मानक	13.0	8.0	1.0	1.7	10.0	2.0	4.5	1. यंत्रक बूण अदरक (साबुत) को घिस कर प्राप्त होने वाला उत्पाद है। 2. यह फफूंदीदार बूझ के सम्मिश्रण रोगाणु उत्पीडन या फफूंदीदार गंध से मुक्त होनी चाहिए।

[फा.सं. 6/19/90-ई.आई. एण्ड ई.पी.]

S.O. 2393.—Whereas for the development of the export trade of India, certain proposals for subjecting ginger to quality control and inspection prior to export were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1954 in the Gazette of India, Part-II Section-3, Sub-Section (ii) dated 22nd December, 1990, under the Order of the Government of India in the Ministry of Commerce, No. S.O. 3420, dated 7th December, 1990;

And whereas the objections and suggestions were invited from all persons likely to be affected thereby within a period of forty-five days of the date of publication of the said Order in the Official Gazette;

And whereas the copies of the said Gazette were made available to the public on the 31st December, 1990;

And whereas the objections and suggestions received from the public on the said draft have been considered by the Central Government.

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Export Inspection Council, being of opinion that it is necessary and expedient so to do for the development of the export trade of India, hereby :—

(1) notifies that ginger shall be subject to quality control and inspection prior to export;

(2) specifies the type of quality control and inspection in accordance with the Export of Ginger (Quality Control and Inspection) Rules, 1991 as the type of quality control and inspection which shall be applied to such ginger prior to export;

(3) recognises—

(a) the national standards of importing countries and such international standards as are recognised by the Export Inspection Council;

(b) the contractual specifications agreed to between the foreign buyer and the exporter provided that such specifications are not below the minimum specifications set out in Schedule I to IX to this Order.

(c) the grade designation formulated under the Ginger Grading and Marking Rules, 1964, as set out in Schedule I to IX appended to this Order provided that such specifications are in conformity with clause (b).

(d) in the absence of contractual specifications the minimum specifications set out in the Schedule appended to this Order :

Provided that the specifications mentioned in clause (a), (b), (c) and (d) shall also conform to the Food Laws, if any, in force in the importing country.

(4) to prohibit the export, in the course of international trade of ginger unless a mark or seal recognised by the Central Government indicating that it conforms to the standard specifications applicable to it, has been affixed or applied to packages or containers of such ginger and is accompanied by a certificate of grade issued by the Agricultural Marketing Adviser to the Government of India or by any of the agencies established under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that such ginger conforms to the aforesaid standard specification and is exportworthy.

2. Nothing in this Order shall apply to export by sea, land or air of bona fide samples of ginger not exceeding in value rupees fifty only to prospective buyers.

3. In this Order 'ginger' means (*Zingiber Officinale*) whether whole or powdered, produced in India.

4. This Order shall come into force on the date of its publication in the Official Gazette.

## SCHEDULE - I

## Grade designations and definitions of quality of Garbled Non-bleached Calicut Ginger

Grade designation	Special characteristics		General characteristics
	*Size of rhizomes	Extraneous matter, percentage (by weight) maximum	
(1)	(2)	(3)	(4)
Garbled, non-bleached Calicut (NGK)	Not less than 15 mm in length	2.0	<p>The ginger, whole,</p> <p>(1) shall be the dried rhizomes of <i>Zingiber officinale</i> Rose, in pieces irregular in shape and size, pale brown in colour with fibre content characteristics of the variety, with peel not entirely removed and light pieces removed by garbling;</p> <p>(2) shall have characteristic taste and flavour, be wholesome and shall not have rancid or bitter taste or musty odour;</p> <p>(3) shall be reasonably dry and reasonably free from moulds and insect infestation.</p>

\*Tolerance for size; maximum tolerance of 3 per cent shall be allowed, Extraneous matter means all foreign matter including the exhausted or spent ginger.

## SCHEDULE - II

## Grade designations and definitions of quality of Ungarbled Non-bleached Calicut Ginger

Grade designation	Special characteristics			General characteristics
	*Size of rhizomes	Extraneous matter, percentage (by weight) maximum	Very light pieces, percentage (by weight) maximum	
(1)	(2)	(3)	(4)	(5)
Ungarbled non-bleached Calicut (NUGK) special	Not less than 15 mm in length	3.0	4.0	<p>The ginger, whole</p> <p>(1) shall be the dried rhizomes of <i>Zingiber officinale</i> Rose, in pieces, irregular in shape and size pale brown in colour with fibre content characteristics of the variety and with peel not entirely removed;</p> <p>(2) shall have characteristics taste and flavour be wholesome and shall not have rancid or bitter or musty odour;</p> <p>(3) shall be reasonably dry and reasonably free from moulds and insect infestation.</p>
Ungarbled Non-bleached (Calicut) (NUGK) Good	—do—	4.0	6.0	
Ungarbled Non-bleached Calicut Non-specified (NUGK) NS	—do—	*	*	

\*As may be specified in the contract with the buyer.

## NOTES :

1. Extraneous matter means all foreign matter including the exhausted or spent ginger.
2. A tolerance for size due to accidental error may be allowed upto 7 percent in the case of grade 'special' and 15 per cent in the case of grade 'good'. In the case of non-specified grade, no tolerance is prescribed; however, it may depend upon the terms of the contract with the buyer.
3. Non-specified grade is not a grade in its strict sense, but has been provided for the produce not covered by the other grades. Ginger under this grade shall be exported only against a firm order.
4. 'Firm Order' means that the entire value of the ginger contracted for shall have been obtained in advance by opening a cent percent irrecoverable letter of credit in India, which is cashable on the production of a shipping bill supported by a receipt of shipment or is guaranteed in any other way.



## SCHEDULE - III

## Grade designation and definition of quality of Garbled Non-bleached Cochin Ginger

Grade designation	Special characteristics		General characteristics
	*Size of rhizomes	Extraneous matter, percentage (by weight) maximum	
(1)	(2)	(3)	(4)
Garbled Non-bleached Cochin (NUGC)	Not less than 15 mm in length	2.0	The ginger, whole (1) shall be the dried rhizomes of Zingiber officinale Rose, in pieces, irregular in shape and size pale brown in colour, with fibre content characteristics of the variety, with peel not entirely removed and light pieces removed by garbling; (2) shall have characteristics taste and flavour, be wholesome and shall not have rancid or bitter taste or musty odour (3) shall be reasonably dry and reasonably free from moulds; and insect infestation.

\*Tolerance for size; Maximum tolerance of 3 percent shall be allowed. Extraneous matter means all foreign matter including the exhausted or spent ginger.

## SCHEDULE - IV

## Grade designations and definitions of quality of Ungarbled Non-bleached Cochin Ginger

Grade designation	Special characteristics			General characteristics
	*Size of rhizomes	Extraneous matter percentage (by weight) maximum	Very light pieces percentage (by weight) maximum	
(1)	(2)	(3)	(4)	(5)
Ungarbled, Non-bleached (NUGC) Cochin special	Not less than 15 mm in length	3.0	4.0	The ginger, whole (1) shall be the dried rhizomes of Zingiber officinale Rose, in pieces, irregular in shape and size, pale brown in colour with fibre content characteristics of the variety and with peel not entirely removed; (2) shall have characteristics taste and flavour, be wholesome and shall not have rancid or bitter taste or musty odour; (3) shall be reasonably dry and reasonably free from moulds and insect infestation.
Ungarbled, Non-bleached (NUGC) Good	—do—	4.0	6.0	
Ungarbled Non-bleached (NUGC) Cochin.	—do—	*	*	
NS Non-specified:				

\*As may be specified in the contract with the buyer.

## NOTE :

1. Extraneous matter means all foreign matter including the exhausted or spent ginger.
2. A tolerance for size due to accidental error may be allowed upto 7 percent in the case of grade 'Special' and 15 percent in the case of grade 'Good'. In the case of 'Non-specified' grade no tolerance is prescribed however, it may depend upon the terms of contract with the buyer.
3. Non-specified grade is not a grade in its strict sense, but has been provided for the produce not covered by the other grades. Ginger under this grade shall be exported only against a firm order.
4. 'Firm Order' means that the entire value of the goods contracted for shall have been obtained in advance by opening a cent percent irrevocable letter credit in India, which is that the production of a shipping bill supported by a receipt of shipment or is guaranteed in any other way.

## SCHEDULE - V

## Grade designation and definition of quality of Garbled Bleached Cochin Ginger

Grade designation	special characteristics			General characteristics
	*Size of rhizomes	Extraneous matter percentage (by weight) maximum	Lime as Cao, percentage (by weight) maximum	
(1)	(3)	(3)	(4)	(5)
Garbled Bleached Cochin (BGC)	Not less than 15 mm in length	2.0	3.5	The Ginger, whole, (1) shall be the dried rhizomes of Zingiber officinale Rose, in pieces, irregular in shape and size, pale brown in colour, with fibre contents characteristics of the variety, with peel not entirely removed, lime bleached and light pieces removed by garbling. (2) shall have characteristic taste and flavour be wholesome and shall not have rancid or bitter taste or musty odour; (3) shall be reasonably dry and reasonably free from moulds and insect infestation.

\*Tolerance for size. Maximum tolerance of 3 percent shall be allowed extraneous matter means all foreign matter including the exhausted or spent ginger.

## SCHEDULE - VI

## Grade designations and definitions of quality of Ungarbled Bleached Cochin Ginger

Grade designation	Special characteristics				General characteristics
	Size of rhizomes	Extra-neous matter percentage (by weight) maximum.	Very light pieces, percentage (by weight) maximum.	Lime Cao percentage (by weight) maximum	
1	2	3	4	5	6
Ungarbled Bleached Cochin (BUGC) special	Not less than 15 mm in length	3.0	4.0	4.0	The ginger whole. (1) shall be the dried rhizomes of Zingiber officinale Rose, in pieces, irregular in shape and size, pale brown in colour with fibre content characteristics of the variety, with peel not entirely removed and lime bleached.
Ungarbled Bleached Cochin (BUGC) Good	—do—	4.0	6.0	6.0	(2) shall have characteristic taste and flavour be wholesome and shall not have rancid or bitter taste or musty odour;
Ungarbled Bleached Cochin Non specified (BUGC) NS	—do—	*	*	*	(3) shall be reasonably dry and reasonably free from mould and insect infestation.

\*As may be specified in the contract with buyer.

## NOTES :

1. Extraneous matter means all foreign matter including the exhausted or spent ginger.
2. A tolerance for size due to accidental error, may be allowed upto 7 percent in the case of grade 'Special' and 15 percent in the case of grade 'Good'. In the case of non-specified grade no tolerance is prescribed, however it may depend upon the terms of contract with the buyer.

3. Non-specified grade is not a grade in its strict sense but has been provided for the produce not covered by the other grades of Ginger under this grade shall be exported only against a 'firm order'.
4. 'Firm Order' means that the entire value of the goods contracted for shall have been obtained in advance by opening a cent percent irrevocable letter of credit in India, which is encashable on the production of a shipping bill supported by a receipt of shipment or is guaranteed in any other way.

## SCHEDULE - VII

## Grade designation and definition of quality of Garbled Bleached Calicut Ginger

Grade designation	Special characteristics			General characteristics
	*Size of rhizomes	Extra-neous matter percentage (by weight) maximum	Lime as CaO, percentage (by weight) maximum	
1	2	3	4	5
Garbled, Bleached Calicut (BGK)	Not less than 15 mm in length	2.0	3.5	The ginger, whole (1) shall be the dried rhizomes of Zingiber Officinale Rose, in pieces, irregular in shape and size pale brown in colour with fibre content characteristic of the variety, with peel not entirely removed, lime bleached and light pieces removed by garbling; (2) shall have characteristics taste and flavour, be wholesome and shall not have rancid or bitter taste or musty odour; (3) shall be reasonably dry and reasonably free from moulds and insect infestation.

\*Tolerance for size : Maximum tolerance of 3 percent shall be allowed.

Extraneous matter means all foreign matter including the exhausted or spent ginger.

## SCHEDULE - VIII

## Grade designations and definitions of quality of Ungarbled Bleached Calicut Ginger

Grade designation	Special characteristics				General characteristics
	Size of rhizomes	Extra-neous matter percentage (by weight) maximum	Very light pieces, percentage (by weight) maximum	Lime as CaO percentage (by weight) maximum	
1	2	3	4	5	6
Ungarbled Bleached Calicut (BUGK) special	Not less than 15 mm in length	3.0	4.0	4.0	The ginger, whole, (1) shall be the dried rhizomes of Zingiber officinale Rose, in pieces irregular in shape and size pale brown in colour with fibre content characteristic of the variety with peel not entirely removed and lime bleached.
Ungarbled Bleached Calicut (BUGK) Good	—do—	4.0	6.0	6.0	(2) shall have characteristic taste and flavour be whole some and shall not have rancid or bitter taste or musty odour;

1	2	3	4	5	6
Ungarbled Bleached Calicut	—do—	*	*	*	(3) shall be reasonably dry and reasonably free from moulds and insect infestation.
Non-specified (BUGK) NS	—	—	—	—	

\*As may be specified in the contract with buyer.

#### NOTES :

1. Extraneous matter means all foreign matter including the exhausted or spent ginger.
2. A tolerance for size due to accidental errors may be allowed up to 7 per cent in the case of grade 'Special' and 15 percent in the case of grade 'Good'. In the case of Non-specified grade, no tolerance is prescribed, however, it may depend upon the terms of contract with the buyers.
3. Non-specified grade is not a grade in its strict sense but has been provided for the produce not covered by the other grades ginger under this grade shall be exported only against a firm order.
4. Firm order means that the entire value of the goods contracted for shall have been obtained in advance by opening account percent irrevocable letter of credit in India, which is encashable on the production of shipping bill supported by a receipt of shipment or is guaranteed in any other ways.

#### SCHEDULE - IX

##### Grade designation and definition of quality of Ginger Powder

Grade Designation	Special characteristics							General Characteristics
	Moisture percent- age by weight maximum	Total ash percent- tage by weight maximum	Ash in- soluble (in dilute HCl) percent- tage by weight maximum	Water soluble ash percent- age by weight maximum	Cold water soluble extract percent age by weight maximum	Calcium (as CaO) percent- tage by weight maximum	Alcohol Soluble extract percent- age by weight maximum	
1	2	3	4	5	6	7	8	9
Standard	13.0	8.0	1.0	1.7	10.0	2.0	4.5	1. The ginger powder shall be the product obtained by grinding the ginger (whole).  2. It shall be free from admixture from mould growth, insect infestation or musty odour.

[F. No. 6/19/90/EI&EP]

का. आ. 2394 --केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण) और निरीक्षण अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है अर्थात् :-

1. संक्षिप्त नाम और प्रारम्भ :- (1) इन नियमों का संक्षिप्त नाम हल्दी का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1991 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं :- इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो :-

(क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है ;

(ख) "परिषद्" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद् अभिप्रेत है।

(ग) "अभिकरण" से अधिनियम की धारा 7 के अधीन मुम्बई, कलकत्ता, कोचीन, दिल्ली और मद्रास में केन्द्रीय सरकार द्वारा स्थापित कोई निर्यात निरीक्षण अभिकरण या भारत सरकार का कृषि विपणन सलाहकार अथवा निरीक्षण के लिए उसकी ओर से प्राधिकृत कोई अन्य अधिकारी अभिप्रेत है ;

(घ) "हल्दी" से भारत में उत्पादित गाबुत तथा पिसी हुई दोनों प्रकार की हल्दी अभिप्रेत है।

3. निरीक्षण का आधार :- निर्यात के लिए आशयित हल्दी का निरीक्षण परिषद् द्वारा समय-समय पर जारी किए गए आदेशों के अनुसार अभिकरण द्वारा प्रत्येक परेक्षण में से नमूना लेकर तथा उसका परीक्षण करके यह देखने के विचार से किया जाएगा कि उत्पाद अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है।

4. निरीक्षण की प्रक्रिया :— (1) हल्दी का निर्यात करने का इच्छुक कोई भी निर्यातकर्ता अभिकरण को या इस निमित्त अभिकरण द्वारा प्राधिकृत अभिकरण के किसी अधिकारी को निर्यात किए जाने के लिए आवश्यक परेषण की विशिष्टियाँ देने हुए निरीक्षण के लिए आवेदन की प्रतियों में देगा।

(2) (क) अधीनियम (1) के अधीन कोई आवेदन उसी स्थान पर स्थित परिसर पर निरीक्षण किए जाने की तारीख से कम से कम दो दिन पूर्व अभिकरण के निकटतम कार्यालय को दिया जाएगा।

(ख) उस परिसर पर जो उसी स्थान पर स्थित नहीं है, निरीक्षण किए जाने से कम से कम दस दिन पूर्व अभिकरण के निकटतम कार्यालय को किया जाएगा।

(3) उपनियम (2) के अधीन आवेदन प्राप्त करने पर, अभिकरण परिषद द्वारा इस निमित्त समय-समय पर जारी किए जाए अनुदेशों के अनुसार हल्दी के परेषण का निरीक्षण अपना यह समाधान करने के विचार से करेगा कि परेषण नियमों के अनुसार श्रेणीकृत और पैक किया गया है। निर्यातकर्ता ऐसा निरीक्षण करने के लिए अभिकरण को सभी आवश्यक सुविधाएँ देगा।

(4) यदि निरीक्षण के पश्चात् अभिकरण का समाधान हो जाता है कि निर्यात किए जाने वाली हल्दी का परेषण नियम 3 में निर्दिष्ट विनिर्देशों की अपेक्षाओं का अनुपालन करता है तो यह सूचना प्राप्ति के सात दिन के भीतर परेषण को निर्यात योग्य घोषित करते हुए एक प्रमाण पत्र जारी करेगा।

(5) यदि अभिकरण का ऐसा समाधान नहीं होता है तो वह सूचना प्राप्त होने से सात दिन की अवधि के भीतर ऐसा प्रमाण पत्र जारी करने से इंकार कर देगा और निर्यातकर्ता को ऐसे इंकार की सूचना उसके कारणों सहित लिखित रूप में देगा।

(6) प्रमाणिकरण के पश्चात् अभिकरण को परेषण की क्वालिटी का भंडारण के किसी भी स्थान पर परिवहन के दौरान या उसकी वास्तविक लदाई से पूर्व पत्तनों पर पुनः निर्धारण करने का अधिकार होगा।

(7) यदि किसी प्रक्रम पर परेषण मानक विनिर्देशों के अनुरूप नहीं पाया जाता है तो मूल रूप से जारी किया गया निरीक्षण प्रमाणपत्र वापस ले लिया जाएगा।

5. पैकिंग और चिह्नानंक :— (क) निर्यात के लिए हल्दी को पैक करने का इच्छुक निर्यातकर्ता इन नियमों के अनुसार इस प्रयोजन के लिए विहित मानक पैकिंग में या क्रेता की विशिष्ट अपेक्षाओं के अनुसार पैक करेगा।

(ख) निम्नलिखित जानकारी थैलों/पैकेजों पर स्टेंसिल/मुद्रित की जाएगी:—

1. निर्यातकर्ता का नाम और पता
2. नाम तथा किस्म
3. श्रेणी
4. लाट सं. तथा पैक करने की तारीख
5. कुल भार तथा शुद्ध भार;
6. भारतीय उत्पाद;
7. पोत परिवहन चिह्न

6. निरीक्षण का स्थान :— (1) इन नियमों के प्रयोजन के लिए निरीक्षण निर्यातकर्ता के उस परिसर पर किया जाएगा जहाँ निरीक्षण के लिए माल प्रस्थापित किया गया है, परन्तु यह तब जब कि वहाँ निरीक्षण के लिए पर्याप्त सुविधाएँ विद्यमान हों।

2366 GI/91:—

7. निरीक्षण फीस इन नियमों के अधीन न्यूनतम 50 रुपये के अधीन रहते हुए प्रत्येक परेषण के लिए पोत पर्यंत निःशुल्क मूल्य के 0.4 प्रतिशत की दर से फीस परेषणानुसार निरीक्षण के लिए अभिकरण को दी जाएगी।

टिप्पण:— प्रत्येक परेषण के लिए निर्यातकर्ता द्वारा संवेद्य निरीक्षण फीस की रकम निकटतम रूप तक पूर्णांकित की जाएगी और इस प्रयोजन के लिए जहाँ ऐसी राशि एक रुपए का भाग होगी वहाँ यदि ऐसा भाग पचास पैसे या अधिक है तो वह बढ़ाकर एक रुपया कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम है तो उसको नगण्य समझा जाएगा।

8. अपील (क) अभिकरण द्वारा निरीक्षण का प्रमाण पत्र जारी करने से इंकार से व्यथित कोई निर्यातकर्ता ऐसे इंकार से दस दिन के भीतर अपील कर सकेगा जो अभिकरण द्वारा इस प्रयोजन के लिए गठित विशेषज्ञ पैनल को निर्दिष्ट की जाएगी

(ख) पैनल की गणपूर्ति तीन से होगी।

(ग) अपील उसके प्राप्त होने से पन्द्रह दिन के भीतर निपटा दी जाएगी।

(घ) ऐसी अपील में पैनल का विनिश्चय अंतिम होगा।

[फा. सं. 6/(19)/90 ई आईएण्ड ई पी]

S.O. 2394.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules, namely :—

1. Short title and commencement—(1) These rules may be called the Export of Turmeric (Quality Control and Inspection) Rules, 1991.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules unless the context otherwise requires—

- (a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);
- (b) "Council" means the Export Inspection Council established under section 3 of the Act.
- (c) "Agency" means any of the Export Inspection Agencies established by the Central Government at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act or the Agricultural Marketing Adviser to the Government of India or any other officer authorised on his behalf for inspection.
- (d) "Turmeric" means the turmeric, both in whole and powdered, produced in India.

3. Basis of Inspection.—Inspection of turmeric intended for export shall be carried out with a view to see that the product conforms to the standard specifications recognised by the Central Government under section 6 of Act, by sampling and testing of each consignment by the Agency as per instructions issued by the Council from time to time.

4. Procedure of inspection—(2) Any exporter intending to export turmeric shall submit an application for inspection in duplicate to the Agency or to an officer of the Agency authorised in this behalf by the Agency, giving particulars of the consignment intended to be exported.

- (2) (a) An application under sub-rule (1) shall be made not less than two days before the inspection to be carried out at the premises situated at the same station to the nearest office of the Agency;
- (b) not less than ten days before the inspection to be carried out at the premises which are not situated at the same station to the nearest office or the Agency.

(3) On receipt of the application referred to in sub-rule (2), the Agency shall inspect the consignment of turmeric as per the instructions issued by the Council in this behalf from time to time with a view to satisfy itself that the consignment has been graded and packed in accordance with these rules. The exporter shall provide all necessary facilities to the Agency to enable it to carry out such inspection.

(4) If after inspection, the Agency is satisfied that the consignment of turmeric to be exported complies with the requirements of the specifications referred to in rule 3, it shall within seven days of the receipt of intimation, issue a certificate declaring the consignment as exportworthy.

(5) When the Agency is not so satisfied, it shall within a period of seven days of the receipt of intimation, refuse to issue such certificate and communicate such refusal to the exporter in writing alongwith the reasons thereof.

(6) Subsequent to certification, the Agency shall have the right to reassess the quality of the consignment at any place of storage, in transit, or at the ports before its actual shipment.

(7) In the event of the consignment being found not conforming to the standard specifications at any stage, the certificate of inspection issued shall be withdrawn.

5. Packing and Marking—(a) An exporter intending to pack turmeric for export shall pack in standard packing prescribed for the purpose as per these rules or as per specific requirements of the buyer.

(b) The following information shall be stencilled/printed on the bags/packages : —

- (1) Name and address of the exporter;
- (2) Name and variety;
- (3) Grade;
- (4) Lot number and date of packing;
- (5) Gross weight and net weight;
- (6) Product of India;
- (7) Shipping Mark.

6. Place of Inspection—Inspection for the purpose of these rules shall be carried out at the premises of the exporter where the goods are offered for inspection provided that adequate facilities exist therein for inspection.

7. Inspection fee—Subject to a minimum of Rs. 50/- for each consignment a fee at the rate of 0.4% of the F.O.B. value of the consignment inspection under these rules shall be paid to the Agency.

Note : The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee and, for this purpose where such amount contains a part of a rupee, then if such a part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise, it shall be ignored.

8. Appeal—(a) Any exporter aggrieved by the refusal of the Agency to issue the certificate of inspection, within 10 days of such refusal may prefer an appeal which shall be referred by the Agency to a panel experts constituted for the purpose.

(b) The quorum of the Panel shall be three.

(c) The appeal shall be disposed of within fifteen days from its receipt.

(d) The decision of the panel in such appeal shall be final.

[F. No. 6/19/90-ET-8-EP]

का.प्र. 2395 --केन्द्रीय सरकार, निर्यात (कबासिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है, अर्थात्:--

1. संक्षिप्त नाम और शीर्षक :--(1) इन नियमों का संक्षिप्त नाम अदरक का निर्यात (कबासिटी नियंत्रण और निरीक्षण) नियम, 1991 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं :--इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो--

(क) "अधिनियम" से निर्यात (कबासिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है ;

(ख) "परिषद" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद अभिप्रेत है ;

(ग) "अधिकरण" से अधिनियम की धारा 7 के अधीन मुख्य, कलकत्ता, कोचीन, दिल्ली और मद्रास में केन्द्रीय सरकार द्वारा स्थापित निर्यात निरीक्षण अधिकरण या भारत सरकार का कृषि विभाग महाहकार अथवा निरीक्षण के लिए उसकी और या प्राधिकृत कोई अन्य अधिकारी अभिप्रेत है ;

(घ) "अदरक" से भारत में उत्पादित जिंजिबर ओफिशिनैलिस चाहे साबुन हो या बूर्ण अभिप्रेत है।

3 निरीक्षण का आधार :--निर्यात के लिए प्राणवित अदरक का निरीक्षण परिषद द्वारा समय-समय पर जारी किए गए अनुदेशों के अनुसार अधिकरण द्वारा प्रत्येक परेक्षण में से नमूना लेकर तथा उसका परीक्षण करके यह देखने के विचार में किया जाएगा कि उत्पाद अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यताप्राप्त मानक विनिर्देशों के अनुरूप है।

4 निरीक्षण की प्रक्रिया :--(1) अदरक का निर्यात करने का इच्छुक कोई भी निर्यातकर्ता अधिकरण को या अधिकरण द्वारा इस निमित्त प्राधिकृत अधिकरण के किसी अधिकारी को निर्यात किए जाने के लिए प्राणवित परेक्षण की विनिर्दिष्टियां देने हुए निरीक्षण के लिए आवेदन की प्रतियों में देगा।

(2) (क) उपनियम (1) के अधीन कोई आवेदन उसी स्थान पर स्थित परिसर पर निरीक्षण किए जाने की तारीख से कम से कम दो दिन पूर्व अधिकरण के निकटतम कार्यालय को दिया जाएगा।

(ख) उस परिसर पर जो उसी स्थान पर स्थित नहीं है वहां अधिकरण के निकटतम कार्यालय को निरीक्षण किए जाने से कम से कम दो दिन पूर्व किया जाएगा।

(3) उपनियम (2) के अधीन आवेदन प्राप्त करने पर, अधिकरण परिषद द्वारा इस निमित्त समय-समय पर जारी किए गए अनुदेशों के अनुसार अदरक के परेक्षण का निरीक्षण, अपना यह समाधान करने के विचार से करेगा कि परेक्षण नियमों के अनुसार श्रेणीकृत और पैक किया गया है। निर्यातकर्ता ऐसा निरीक्षण करने के लिए अधिकरण को सभी प्रावश्यक सुविधाएं देगा ;

(4) यदि निरीक्षण के पश्चात् अधिकरण का समाधान हो जाता है कि निर्यात किए जाने वाला अदरक का परेक्षण नियम 3 में विनिर्दिष्ट विनिर्देशों की अपेक्षाओं का अनुपालन करता है तो यह सूचना प्राप्ति के सात दिन के भीतर परेक्षण को निर्यात योग्य घोषित करते हुए, प्रमाण-पत्र जारी करेगा।

(5) यदि अधिकरण का ऐसा समाधान नहीं होता है तो वह सूचना प्राप्त होने से सात दिन की अवधि के भीतर ऐसा प्रमाण-पत्र जारी करने से इंकार कर देगा और निर्यातकर्ता को ऐसे इंकार की सूचना उसके कारणों सहित लिखित रूप में देगा।

(6) प्रमाणीकरण के पश्चात् अधिकरण को परेक्षण की कबासिटी का भण्डारण के किसी भी स्थान पर परिवहन के दौरान या उसकी वास्तविक लवाई से पूर्व पक्षों पर पुनः निरीक्षण करने का अधिकार होगा।

(7) यदि किसी प्रक्रम पर परेक्षण मानक विनिर्देशों के अनुकूल नहीं पाया जाता है तो मूल रूप में जारी किया गया निरीक्षण प्रमाण पत्र वापस ले लिया जाएगा।

5. पैकिंग और चिह्निकरण—(क) निर्यात के लिए, एग्जर्कर को पैक करने का इच्छुक निर्यातकर्ता इन नियमों के अनुसार इन प्रयोजन के लिए विहित मानक पैकिंग में या श्रेणी की निश्चित अपेक्षाओं के अनुसार पैक करेगा।

(ख) निम्नलिखित जानकारी बैला/पैकेजों पर स्टैम्प/मूद्रिका की जाएगी—

1. निर्यातकर्ता का नाम और पता ;
2. नाम और किस्म ;
3. श्रेणी ;
4. लाट सं. और पैक करने की तारीख ;
5. कुल भार और शुद्ध भार ;
6. भारतीय उत्पाद ;
7. पोत परिवहन चिह्न ;

6. निरीक्षण का स्थान :—(1) इन नियमों के प्रयोजन के लिए निरीक्षण निर्यातकर्ता के उस परिसर पर किया जाएगा जहाँ निरीक्षण के लिए साम प्रस्थापित किया गया है परन्तु यह तब जबकि वहाँ निरीक्षण के लिए पर्याप्त सुविधाएं विद्यमान हों।

7. निरीक्षण फीस :—इन नियमों के अधीन न्यूनतम 50 रुपये के अधीन रहते हुए प्रत्येक परेक्षण के लिए पोत पर्यन्त निःशुल्क मूल्य के 0.1 प्रतिशत की दर से फीस परेक्षणानुसार निरीक्षण के लिए अभिकरण को दी जाएगी।

टिप्पण :—प्रत्येक परेक्षण के लिए निर्यातकर्ता द्वारा संवेय निरीक्षण फीस की रकम निकटतम रूप तक पूर्णीकृत की जाएगी और इन प्रयोजन के लिए जहाँ ऐसी राशि एक भाग का भाग होगी वहाँ यदि ऐसा भाग पचास पैसे या अधिक है तो वह बढ़ाकर एक रुपया कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम है तो उसको नगण्य समझा जाएगा।

8. अपील :—(क) अभिकरण द्वारा निरीक्षण का प्रमाण पत्र जारी करने के इन्कार से व्यतिरिक्त कोई निर्यातकर्ता ऐसे इन्कार से दस दिन के भीतर अपील कर सकेगा जो अभिकरण द्वारा इस प्रयोजन के लिए गठित विशेषज्ञ पैनल को निविष्ट की जाएगी।

(ख) पैनल की गमपूर्ति तीन से होगी।

(ग) अपील उसके प्राप्त होते से पन्द्रह दिन के भीतर निपटा दी जाएगी।

(घ) ऐसी अपील में पैनल का विनिश्चय अन्तिम होगा।

[फा. सं. 6/19/90-ईआई एण्ड ईया]

S.O. 2395.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Export of Ginger (Quality Control and Inspection) Rules, 1991.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules unless the context otherwise requires:—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

(b) "Council" means the Export Inspection Council established under section 3 of the Act.

(c) "Agency" means any of the Export Inspection Agencies established by the Central Government at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act or the Agricultural Marketing Adviser to the Government of India or any other Offices authorised on his behalf for inspection.

(d) "Ginger" means Zingiber officinale whether whole and powdered produced in India.

3. Basis of inspection.—Inspection of ginger intended for export shall be carried out with a view to see that the product conforms to the standard specifications recognised by the Central Government under section 6 of the Act by sampling and testing of each consignment by the Agency as per instructions issued by the Council from time to time.

4. Procedure of inspection.—(1) Any exporter intending to export ginger shall submit an application for inspection in duplicate to the Agency or any officer of the Agency authorised in this behalf by the Agency, giving particulars of the consignment intended to be exported.

(2) (a) an application under sub-rule (1) shall be made not less than two days before the inspection to be carried out at the premises situated at the same station to the nearest office of the Agency;

(b) not less than ten days before the inspection to be carried out at the premises which are not situated at the same station to the nearest office of the Agency;

(3) On receipt of the application referred to in sub-rule (2), the Agency shall inspect the consignment of ginger as per the instructions issued by the Council in this behalf from time to time with a view to satisfy itself that the consignment has been graded and packed in accordance with these rules. The exporter shall provide all necessary facilities to the Agency to enable it to carry out such inspection.

(4) If after inspection, the Agency is satisfied that the consignment of ginger to be exported complies with the requirements of the specifications referred to in rule 3, it shall within seven days of the receipt of intimation, issue a certificate declaring the consignment as exportworthy.

(5) When the Agency is not so satisfied, it shall within a period of seven days of the receipt of intimation refuse to issue such certificate and communicate such refusal to the exporter in writing alongwith the reasons thereof.

(6) Subsequent to certification, the Agency shall have the right to reassess the quality of the consignment at any place of storage, in transit or at the ports before its actual shipment.

(7) In the event of the consignment being found not conforming to the standard specifications at any stages the certificate of inspection issued shall be withdrawn.

5. Packing and Marking.—(a) An exporter intending to pack ginger for export shall pack in standard packing prescribed for the purpose as per these rules or as per specific requirements of the buyer.

(b) The following information shall be stencilled/printed on the bags/packages :—

(1) Name and address of the exporter;

(2) Name and variety;

(3) Grade;

(4) Lot number and date of packing;

(5) Gross weight and net weight;

(6) Product of India;

(7) Shipping Mark.

6. Place of Inspection.—(1) Inspection for the purpose of these rules shall be carried out at the premises of exporter where the goods are offered for inspection provided that adequate facilities exist therein for inspection.

7. Inspection fee.—Subject to a minimum of Rs. 50 for each consignment, a fee at the rate of 0.4 per cent of the F.O.B. value of the consignments inspection, under these rules shall be paid to the Agency.

NOTE.—The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee and, for this purpose where such amount contains a part of rupee, then if such a part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise, it shall be ignored.

8. Appeals.—(a) Any exporter aggrieved by the refusal of the Agency to issue the certificate of inspection, within 10 days of such refusal may prefer an appeal which shall be referred by the Agency to a panel of experts constituted for the purpose.

(b) The quorum of the panel shall be three.

(c) The appeal shall be disposed of within fifteen days from its receipt.

(d) The decision of the panel in such appeal shall be final.

[F. No. 6/19/90/EL&EP]

का.आ. 2396.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1987 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1991 है ।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे ।

2. हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1987 के नियम 10 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् :—

“10. निरीक्षण फीस :—प्रत्येक परीक्षण के लिए न्यूनतम 30 रुपये के अधीन रहते हुए, निर्यातकर्ता, अभिकरण को निम्नलिखित दर पर निरीक्षण फीस के रूप में फीस का संदाय करेंगे, अर्थात् :—

मद	परीक्षणानुसार निरीक्षण के लिए (प्रक्रिया के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन अनुमोदित यूनियों से भिन्न [नियम 3(क) के अनुसार] प्रति किलोग्राम या उसके भाग के लिए)	(प्रक्रिया के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन किए गए निरीक्षण के लिए [नियम 3(ख) के अनुसार] प्रति किलोग्राम या उसके भाग के लिए)
	पैसे	पैसे
1	2	3
हिमशीतित झींगा (सभी प्रकार के)	तितालीस (43)	इक्कीस (21)
हिमशीतित समुद्री झींगा (सभी प्रकार के)	छियासी (86)	तितालीस (43)
हिमशीतित कटल मछली	सोलह (16)	आठ (8)
हिमशीतित स्किवड्स	ग्यारह (11)	पांच (5)
हिमशीतित पामफ्रिट और अन्य हिमशीतित मछली	नौ (9)	पांच (5)

टिप्पणी :—प्रत्येक परीक्षण के लिए निर्यातकर्ता द्वारा दी जाने वाली निरीक्षण फीस की राशि निकटतम रूप तक पूर्णांकित की जाएगी और इस प्रयोजन के लिए जहाँ ऐसी राशि में रूप का भाग पैसे हों, वहाँ यदि ऐसा भाग आचास पैसे या अधिक हो तो वह बढ़ाकर एक रुपया कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम हो तो उसे छोड़ दिया जाएगा ।

[फाइल सं. 2(1)/85-ई आई एण्ड ई पी]

पाद टिप्पण :—मूल अधिसूचना का.आ. 1153(अ) तारीख 9 अप्रैल, 1988 भारत के राजपत्र, भाग-2, खंड-3, उपखंड (ii) तारीख 9 अप्रैल, 1988 में प्रकाशित की गयी थी और तत्पश्चात् उसमें का.आ. 3162 तारीख 22 अक्टूबर, 1988 द्वारा संशोधित किया गया और भारत के राजपत्र के राजपत्र भाग खंड 3, उपखंड (ii) तारीख 22 अक्टूबर, 1988 में किया गया और का.आ. 2491 तारीख 7 अक्टूबर, 1989 तथा का.आ. 2717 तारीख 10 अक्टूबर, 1990 ।





टिप्पण :- ऐसे प्रत्येक पैरेक्षण के लिए निर्यातकर्ता द्वारा दी जाने वाली निरीक्षण फीस की राशि निकटतम रूपए तक पूर्णांकित की जाएगी और इस प्रयोजन के लिए जहाँ ऐसी राशि में रूपए का भाग पैसे हो, वहाँ यदि ऐसा भाग पचास पैसे या अधिक हो तो वह बढ़ाकर एक रूपए कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम हो तो उसे छोड़ दिया जाएगा।

[फाइल नं० 21(1)85-ईआई एण्ड ई पी]

ऐ० के० चौधरी, निदेशक

शब्द टिप्पण :- मूल अधिसूचना का.मा. 863 तारीख 12-2-1983, भारत के राजपत्र, भाग-2, खंड 3, उप खंड (ii) तारीख 12 फरवरी, 1983 में प्रकाशित की गई थी और तत्पश्चात् उसमें का.मा. 763(अ) तारीख 15 अक्टूबर, 1985, का.मा. 700 (अ) तारीख 01 अक्टूबर, 1986, का.मा. 877 (अ) तारीख 1 अक्टूबर, 1987, का.मा. 3163 तारीख 22 अक्टूबर, 1988, का.मा. 2492 तारीख 7 अक्टूबर, 1989, और का.मा. 2718 तारीख 10 अक्टूबर, 1990 द्वारा संशोधन किया गया।

S.O. 2397.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Rules, 1983, namely :—

1. (1) These rules may be called the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Amendment Rules, 1991.

(2) They shall come into force on the date of their publication in the Official Gazette.

खाद्य एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली 14 अगस्त, 1991

का.मा. 2398.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में एनड्वारा अधिसूचित किया जाता है कि जिन प्रमाणित मुद्रक लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं उनकी अवधि समाप्त हो गई है :

अनुसूची

क. सं. लाइसेंस सं. (सीएम/एल)	लाइसेंसधारी का नाम और पता	आईएस :	अवधि समाप्ति की तिथि
(1)	(2)	(3)	(4)
जनवरी 1990 के दौरान प्रास्थित लाइसेंस			
1. सीएम/एल-0299962	ऐसोसिएटेड प्रोसेसिंग मैटल वर्क्स, दिल्ली	IS : 00779-1978	89-08-30
2. सीएम/एल-0385248	इंड. डब. कारपो. ग्रुप उड़ीसा लि. कटक	IS : 01170-1967	89-08-15
3. सीएम/एल-0394754	वेस्टन कारपोरेशन, आनंदघर	IS : 00417/01-1974	89-07-31
4. सीएम/एल-0439649	इंड. डब. कारपो. ग्रुप उड़ीसा लि. कटक	IS : 02024-1979	89-06-15
5. सीएम/एल-0470138	टीटागुड वेपर मिल्स कं. लि., कटक	IS : 01849-1981	89-09-30
6. सीएम/एल-0470441	ओरिएण्ट वेपर मिल्स, सम्बलपुर, (उड़ीसा)	IS : 01848-1981	88-09-30
7. सीएम/एल-0563448	श्री विजय फाउंड्री, कोयम्बरूर	IS : 00325-1978	89-10-31
8. सीएम/एल-0910039	नार्दन मिनरल्स लि. गुडगांव	IS : 00565-1984	89-10-31
9. सीएम/एल-0910241	नार्दन मिनरल्स लि. गुडगांव	IS : 00633-1984	89-10-31
10. सीएम/एल-0985373	राजकि बिनिट्रुमेंट्स एंड एक्सपोर्ट्स (प्रा) लि., पॉन्डिचेरी	IS : 01786-1985	89-08-15
11. सीएम/एल-0990669	धरुणा बैटरी इंडस्ट्रीज, सम्बलपुर (उड़ीसा)	IS : 07372-1974	89-09-15
12. सीएम/ए-1022015	भारत मिनरल एंड केमिकल इंडस्ट्रीज, मलबूर	IS : 02569-1978	89-12-31

2. In the Export of Canned Fish & Fishery Products (Quality Control and Inspection) Rules, 1983, for rule 8, the follownig rule shall be substituted, namey :—

“8. Inspection fee—A fee at the rate of—

- Eighteen paise per kg. or part thereof when the inspection is carried out on the basis of rule 5(a) and 5(c); and
- Thirty-five paise per kg. or part thereof when the inspection is carried out on the basis of rule 5(b),

shall be paid by the exporter to the agency as inspection fee.

NOTE.—The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee and, for this purpose, where such amount contains a part of a rupee consisting of paise, then, if such part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise, it shall be ignored.

[F. No. 2(1)85-EI&EP]

A. K. CHOUDHURI, Director

FOOT NOTE.—The principal notification was published vide S.O. 863 dated 12 February 1983 in the Official Gazette, Part-II, Section-3, Sub-section (ii) dated 12 February 1983 and amended by S.O. 763(E) dated 15 October 1985, S.O. 700(E) dated 1 October 1986, S.O. 877(E) dated 1 October, 1987, S.O. 3163 dated 22 October 1988, S.O. 2492 dated 7 October 1989 and S.O. 2718 dated 10 October, 1990.

1	3	3	4	5
12. सीएम/एल-1030635	ईस्ट कोस्ट कंकटर्स प्रा. लि., पडिचेरी	IS: 00393/01-1978	87-05-31	
13. सीएम/एल-1085443	वेस्ट कैम एंड एलाइड इंडस्ट्रीज, विदिशा	IS: 00633-1975	89-08-15	
15. सीएम/एल-1120015	किसान एंटी कैमीकल्स, मुजफ्फर नगर	IS: 00564-1985	89-10-15	
16. सीएम/एल-1222831	इंडस्ट्रियल डायमोजन क. (प्रा) लि., मंडी गोविन्दगढ़ (पंजाब)	IS: 03196-1982	89-08-15	
17. सीएम/एल-1223731	ईस्टर्न कैमीकल्स एंड ड्रग्स, रांची	IS: 05950-1971	87-07-31	
18. सीएम/एल-1236337	प्रेम कैमीकल्स कंकटर्स लि., भद्रास	IS: 00398/02-1976	87-09-30	
19. सीएम/एल-1236741	येस्टन कारपो, जालंधर	IS: 00417/02-1974	88-09-30	
20. सीएम/एल-1240934	गुरु ओम इंडस्ट्रीज काकरवाड़ जि. मेहसाणा (गुजरात)	IS: 00325-1978	89-10-15	
21. सीएम/एल-1243031	नाहन फाउंड्री लि., नाहन (हि. प्र.)	IS: 01520-1980	88-10-31	
22. सीएम/एल-1243435	इंटरनेशनल इंडस्ट्रीज, बम्बई	IS: 03829/09-1978	87-06-30	
23. सीएम/एल-1333941	कालोनी एक्सेस्टस सोमेट प्रा. लि., इंदौर	IS: 09827-1980	89-08-31	
24. सीएम/एल-1335743	ए. के. सी. स्टील इंडस्ट्रीज लि., विशाखापट्टनम	IS: 01977-1975	88-08-31	
25. सीएम/एल-1345241	द हररोड बिथर्स को थ्राप प्रोड एंड सेल्स सोसाइटी लि., हररोड	IS: 00855-1979	89-09-30	
26. सीएम/एल-1363546	ए. के. सी. स्टील इंडस्ट्रीज लि., विशाखापट्टनम	IS: 00226-1975	89-01-15	
27. सीएम/एल-1401730	मेरीना हॉजरी मिन्स लिमिटेड	IS: 04969-1980	89-03-31	
28. सीएम/एल-1429449	कैपिटल कास्टिंग्स भटिंडा	IS: 01729-1979	89-06-30	
29. सीएम/एल-1466556	श्री लक्ष्मी जॉ. वर्क्स लिमिटी (तमि.)	IS: 06248-1979	89-10-15	
30. सीएम/एल-1468661	अर्चना स्टील (प्रा) लि., बंबीगढ़	IS: 01977-1975	89-10-31	
31. सीएम/एल-1488667	स्वामिक वेस्टोसाइड्स एंड कैमीकल्स मुजफ्फरनगर	IS: 00562-1978	88-12-31	
32. सीएम/एल-1504437	बुर्गांस्टोसाइड्स प्रा. लि., बुरहानपुर (म.प्र.)	IS: 02563-1978	89-01-31	
33. सीएम/एल-1505944	इंजीनियर्स एंड रप्राइजेज नई दिल्ली	IS: 02312-1967	87-01-31	
34. सीएम/एल-1565154	डायमंड कैमीकल्स, दिल्ली	IS: 04654-1974	88-05-31	
35. सीएम/एल-1570248	राजधन साइकिल्स लि., मुधियाना	IS: 00629-1963	89-05-31	
36. सीएम/एल-1578769	मोतोलाल वेस्टोसाइड (इ) लि., मथुरा	IS: 09074-1976	89-06-30	
37. सीएम/एल-1581554	ग्रानंद पानीमर्स (प्रा) लि., नोएडा	IS: 10840-1986	89-06-30	
38. सीएम/एल-1613947	हेमा स्टील इंडस्ट्रीज, भद्रास	IS: 00226-1975	89-10-31	
39. सीएम/एल-1624144	सुनेखराम बनारसी बॉय स्टील रोलिंग मिल्स मंडी गोविंद नगर	IS: 01786-1985	89-11-5	
40. सीएम/एल-1627251	न्यू हिल्स मैनुफैक्चरिंग कं. पलिघट (केरल)	IS: 02052-1979	88-11-30	
41. सीएम/एल-1630039	मोदी स्टील्स मोदी नगर	IS: 00226-1975	89-12-15	
42. सीएम/एल-1655862	आगरा इंजीनियरिंग इंड. आगरा	IS: 00374-1979	88-02-15	
43. सीएम/एल-1675868	प्राइमर इंजी. प्राइवेट्स (प्रा) लि. एनिकुलम (केरल)	IS: 04246-1984	89-04-15	
44. सीएम/एल-1709253	कल्पना इंजी. वर्क्स बम्बई	IS: 01342-1986	88-06-30	
45. सीएम/एल-1733452	शाहू वर्क्स बम्बई	IS: 08808-1986	88-09-15	
46. सीएम/एल-1735654	लोटेस इंडस्ट्रीज बाणो	IS: 8808-1986	88-09-15	
47. सीएम/एल-1738755	मोना ट्रेडिंग कं., उल्हासनगर (महाराष्ट्र)	IS: 08808-1986	88-09-15	
48. सीएम/एल-1738856	प्रार. के. प्रॉडक्ट्स उल्हासनगर (महाराष्ट्र)	IS: 08808-1986	88-09-15	
49. सीएम/एल-1734353	रावी प्रॉडक्ट्स उल्हासनगर (महाराष्ट्र)	IS: 08808-1986	88-09-15	
50. सीएम/एल-1745156	कुपर डायमंड इंडस्ट्रीज, नई दिल्ली	IS: 01342-1986	88-10-15	
51. सीएम/एल-1747786	सेठ एजेंसी, बम्बई	IS: 08808-1986	88-10-31	
52. सीएम/एल-1748465	ल्यूनेक्स इंजीनियरिंग इंडस्ट्री. प्रा. लि., कलकत्ता	IS: 01342-1986	89-10-31	
53. सीएम/एल-1750149	ओसवाल स्टीव प्रॉडक्ट्स बम्बई	IS: 01342-1986	88-11-15	
54. सीएम/एल-1753054	इंडियन स्टील एंड एलाइड प्रॉडक्ट्स, भद्रास	IS: 00226-1975	89-11-1	
55. सीएम/एल-1754359	कोटेचा बेस्टमेट, कार्पो., बम्बई	IS: 10339-1982	89-11-15	
56. सीएम/एल-1756060	शोभा बर्नर इंडस्ट्रीज उल्हासनगर (महाराष्ट्र)	IS: 08808-1986	88-11-30	
57. सीएम/एल-1771460	मेगा एंटरप्राइजेज बम्बई	IS: 01342-1986	88-12-31	
58. सीएम/एल-1772260	पूनम इंडस्ट्रीज उल्हासनगर (महाराष्ट्र)	IS: 08808-1986	89-12-31	
59. सीएम/एल-1802849	मदन योस्ट लि., बिस्तार	IS: 01320-1981	89-03-15	
60. सीएम/एल-1815959	विनेश ड्यूब्स लि., मेहेरगढ़ (हरियाणा)	IS: 03601-1984	89-04-15	
61. सीएम/एल-1893171	राष्ट्रीय इंजी. वर्क्स, बटाला	IS: 01729-1979	89-10-31	

## MINISTRY OF FOOD &amp; CIVIL SUPPLIES

(Department of Civil Supplies)

## BUREAU OF INDIAN STANDARD

New Delhi, the 14th August, 1991

S.O.2398—In pursuance of Sub-regulation(6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired :

## SCHEDULE

Licence No.	Name of the licensee	Number of the relevant Indian Standard	Date of expiry
(1)	(2)	(3)	(4)
List of Licences Lapsed during January, 1990			
1. CM/L-0299962	Associated Precision Metal Works, Delhi.	IS:00779—1978	89-09-30
2. CM/L-0385248	Industrial Dev. Corpn. of Orissa Ltd., Cuttack.	IS:01170-1967	89-06-15
3. CM/L-0394754	Weston Corporation, Jalandhar	IS:00417/01-1974	89-07-31
4. CM/L-0439649	Industrial Dev. Corpn. of Orissa, Cuttack.	IS:02024—1979	89-06-15
5. CM/L-0470138	Titagarh Paper Mills Co. Ltd., Cuttack.	IS:01848—1981	86-09-30
6. CM/L-0470441	Orient Paper Mills Sambalpur (Orissa)	IS:01848—1981	88-09-30
7. CM/L-0563448	Sri Vijaya Foundry, Coimbatore	IS:00325—1978	89-10-31
8. CM/L-0910039	Northern Minerals Ltd., Gurgaon.	IS:00565—1984	89-10-31
9. CM/L-0910241	Northern Minerals Ltd., Gurgaon.	IS:00633-1984	89-10- 31
10. CM/L-0985373	Sabik Distributors & Exporters (P) Ltd., Pondicherry	IS:01786—1985	88-08-15
11. CM/L-0990669	Aruna Battery Industries, Sambalpur, (Orissa.)	IS:07372—1974	89-09-15
12. CM/L-1022015	Bharat Mineral and Chemical Industries, Alwar.	IS:02569—1978	89-12-31
13. CM/L-1080635	East Coast Conductors Pvt. Ltd., Pondicherry	IS:00398/01—1976	87-05-31
14. CM/L-1085443	Pest Chem and Allied Inds., Vidisha	IS:00633—1975	89-08-15
15. CM/L-1120015	Kissan Agro Chemicals, Muzaffarnagar.	IS:00564—1985	89-10-15
16. CM/L-1222831	Ind. Oxygen Co. (P) Ltd., Mandi Gobindgarh, Punjab.	IS:03196—1982	89-08-15
17. CM/L-1223732	Eastern Chemical & Inds., Ranchi.	IS:05950—1971	87-07-31
18. CM/L-1236337	Prem Electrical Conductors Pvt. Ltd., Madras.	IS:0039802—1976	87-09-30
19. CM/L-1236741	Weston Corpn, Jalandhar.	IS:00417/02—1974	88-09-30
20. CM/L-1240934	Guru Om Industries, Kukarwada, Distt. Mehsana, (Gujarat)	IS:00325—1978	89-10-15
21. CM/L-1243031	Nahan Foundry Ltd. Nahan, (H.P.)	IS:01520—1980	88-10-31

Sl. No.	Licence No.	Name of Licensee	IS: No.	Date of Lapsing
22.	CM/L-1243435	International Industries, Bombay.	IS:03829 02-1978	87-06-30
23.	CM/L-1333941	Kalani Asbestos Cements Pvt. Ltd., Indore.	IS:09627-1980	89-08-31
24.	CM/L-1335743	A.K.C. Steel Industries Ltd., Visakhapattanam	IS:01977-1975	88-08-31
25.	CM/L-1345241	The Erode Weavers Co-Op Prod. & Sales Society Ltd., Erode	IS:00855-1979	89-09-30
26.	CM/L-1363546	A.K.C. Steel Industries Ltd., Visakhapattanam	IS:00226-1975	89-01-15
27.	CM/L-1401730	Marina Hosiery Mills, Tirupur.	IS:04969-1980	89-03-31
28.	CM/L-1429449	Capital Castings, Bhatinda.	IS:01729-1979	89-06-30
29.	CM/L-1466556	Sri Laxmi Engg. Works Trichy, (T.N.)	IS:06248-1979	89-10-15
30.	CM/L-1468661	Archana Steels (P) Ltd., Chandigarh.	IS:01977-1975	89-10-31
31.	CM/L-1488667	Swastik Pesticides & Chemicals, Muzaffargarh.	IS:00562-1978	88-12-31
32.	CM/L-1504437	Durga Pesticides Pvt. Ltd., Burhanpur, (M.P.)	IS:02568-1978	89-10-31
33.	CM/L-1505944	Engineers Enterprises, New Delhi.	IS:02312-1967	87-10-31
34.	CM/L-1565154	Diamond Chemicals, Delhi.	IS:04654-1974	88-05-31
35.	CM/L-1570248	Ralsons Cycles Ltd., Ludhiana.	IS:00629-1963	89-05-31
36.	CM/L-1578769	Motilal Pesticides (I) Ltd., Mathura.	IS:08074-1976	89-06-30
37.	CM/L-1581354	Anand Polymers (P) Ltd., Noida.	IS:10840-1986	89-06-30
38.	CM/L-1613947	Hamma Steel Industries, Madras.	IS:00226-1975	89-10-31
39.	CM/L-1624144	Sulekh Ram Banarasidas Steel, Rolling Mills, Mandigobindgarh.	IS:01786-1985	89-11-15
40.	CM/L-1627251	New Hindi Manufacturing Co. Palghat, Kerala.	IS:02052-1979	88-11-30
41.	CM/L-1630038	Modi Steels, Modi Nagar.	IS:00226-1975	89-12-15
42.	CM/L-1655862	Agra Engineering Inds., Agra.	IS:00374-1979	88-02-15
43.	CM/L-1675868	Premier Engg. Products(P) Ltd., Ernakulam (Kerala)	IS:04246-1984	89-04-15
44.	CM/L-1709253	Kalpna Engg. Works, Bombay.	IS:01342-1986	88-06-30
45.	CM/L-1733452	Shah Brothers, Bombay.	IS:08808-1986	88-09-15
46.	CM/L-1733654	Lotus Industries, Thane,	IS:0880-1986	88-09-15

Sl. No.	Licence No.	Name of Licensee	IS : No.	Date of Lapsing.
47.	CM/L-1733755	Sona Trading Co. Ulhasnagar, Maharashtra.	IS:08808-1986	88-09-15
48.	CM/L-1733856	R.K. Products, Ulhasnagar, Maharashtra.	IS:08808-1986	88-09-15
49.	CM/L-1734353	Ravi Products, Ulhasnagar Maharashtra.	IS:08808-1986	88-09-15
50.	CM/L-1745156	Super Dimond Industries, New Delhi.	IS:01343-1986	88-10-15
51.	CM/L-1747766	Sheth Agency, Bombay.	IS:08808-1986	88-10-31
52.	CM/L-1748465	Luminax Engineering Ind. Pvt. Ltd., Calcutta.	IS:01342-1986	89-10-31
53.	CM/L-1750149	Oswal Stove Products, Bombay	IS:01342-1986	88-11-15
54.	CM/L-1753054	Indian Steel & Allied Products, Madras.	IS:00226-1975	89-11-15
55.	CM/L-1754359	Kotecha Investment Corpon. Bombay	IS:10339-1982	89-11-15
56.	CM/L-1756060	Shobha Burner Industries, Ulhasnagar, Maharashtra.	IS:08808-1986	88-11-30
57.	CM/L-1771406	Mega Enterprises, Bombay.	IS:01342-1986	88-12-31
58.	CM/L-1772260	Poonam Industries, Ulhasnagar, Maharashtra.	IS:08808-1986	88-12-31
59.	CM/L-1802849	Southern Yeasts Ltd, Chittor.	IS:01320-1981	89-03-15
60.	CM/L-1815959	Dinesh Tubes Ltd, Mahendergarh, Haryana.	IS:03601-1984	89-04-15
61.	CM/L-1893171	Rashtriya Engg. Works, Batala.	IS:01729-1979	89-10-31

[No. CMD/13:14]

का.प्र. 2399:—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (4) के अनुसरण में एनवद्वारा अधिसूचित किया जाता है कि जिन प्रमाणन मुहर लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, उनकी अवधि समाप्त हो गई है :

## अनुसूची

फरवरी 1990 के दौरान आस्थानित लाइसेंस

क्रम संख्या	लाइसेंस सं. (सीएम एल)	लाइसेंसधारी का नाम व पता	आईएस नं :	अवधि समाप्ति की तिथि
(1)	(2)	(3)	(4)	(5)
1.	सीएम एल-0310520	डोलार बिस्कुट कं. प्रा. लि., मन्नार	IS : 01011-1981	88-12-15
2.	सीएम एल-0656354	प्रभू स्टील इंडस्ट्रीज लि., हैदराबाद	IS : 00226-1975	89-11-30

1	2	3	4	5
3.	सीएम/एल-0656556	प्रभु स्टील इंडस्ट्रीज लि., हैदराबाद	IS : 01786-1985	89-11-30
4.	सीएम/एल-0668462	नमफार चन्द्र जूट मिल्स, कलकत्ता	IS : 03984-1987	89-01-15
5.	सीएम/एल-0700432	विश्वम स्टील प्रा. लि., राजकोट	IS : 06914-1978	89-05-15
6.	सीएम/एल-0788775	श्री बजरंग इलेक्ट्रिक स्टील कं. लि., कलकत्ता	IS : 00226-1975	89-07-31
7.	सीएम/एल-0815247	मार्डन इंडस्ट्रीज, फरीदाबाद	IS : 01135-1973	89-11-30
8.	सीएम/एल-0829258	वि गोरीपुर कं. लि., कलकत्ता	IS : 01943-1966	89-11-30
9.	सीएम/एल-0886977	यार. के. इंडस्ट्रीज जयपुर	IS : 00393-1985	89-08-15
10.	सीएम/एल-0887676	ए पी स्टेट एग्री इंडस्ट्रीज इव. कारपो. लि., कुरुल	IS : 02567-1978	89-08-15
11.	सीएम/एल-0894269	हिन्दुस्तान फूड प्राइवेट्स लॉबी	IS : 01011-1981	89-09-15
12.	सीएम/एल-0920749	मीरा मेटल इंडस्ट्रीज, बम्बई	IS : 01660 (भाग 1) -1982	88-12-15
13.	सीएम/एल-1084542	दिल्ली विगमेट इंडस्ट्रीज, दिल्ली	IS : 00035-1975	89-05-31
14.	सीएम/एल-1163437	एग्री मेटल एंड स्प्रि इन्वियमेंट, कार्पोरेशन रोहतक	IS : 03652-1974	88-02-29
15.	सीएम/एल-1201621	सुपर फूड प्राइवेट्स, हैदराबाद	IS : 01011-1981	89-09-30
16.	सीएम/एल-1242534	गोल्डन स्पोर्ट्स, जालंधर	IS : 00417 (भाग 3) -1974	89-10-15
17.	सीएम/एल-1286756	वि गूंदर डिस्ट्रि. मिलक प्रोड्यूस कारपो. यनियामि बडलासुही	IS : 01547-1985	89-03-15
18.	सीएम/एल-1315232	एडमायर एप्लाइड (प्रा.) लि. न्यू दिल्ली	IS : 02312-1987	88-06-15
19.	सीएम/एल-1351943	बी एल इंडस्ट्रीज, जयपुर	IS : 08960-1978	89-05-15
20.	सीएम/एल-1418545	कुकरेजा ट्रांसफार्मर्स मैनुफै. कं., नई दिल्ली	IS : 01851-1975	86-04-15
21.	सीएम/एल-1438955	कान्टीनेन्टल इन्स्ट्रुमेंट्स, प्रमोबला कैंट	IS : 01223 (खंड 3) -1982	88-07-31
22.	सीएम/एल-1450238	भूषण एलायज एंड गटोलम, चंडीगढ़	IS : 06914-1978	89-09-15
23.	सीएम/एल-1465837	लुधियाना स्टील रोलिंग मिल्स, लुधियाना	IS : 01977-1975	89-10-15
24.	सीएम/एल-1494763	इंडियन मैनुफै. कं. जयपुर	IS : 00561-1978	89-01-15
25.	सीएम/एल-1595769	कार्बन इंडिया कांभपुर	IS : 05683-1970	89-08-31
26.	सीएम/एल-1604845	पराग ट्रेडर्स, गोवर्धन (गजगांव)	IS : 10325-1982	89-09-15
27.	सीएम/एल-1622039	माइनिंग एंड एलाइड मशीनरी कारपोरेशन लि. गुवागु	IS : 08421-1977	89-11-15
28.	सीएम/एल-1622241	खटाऊ जूकर लि., बम्बई	IS : 02834-1986	87-11-15
29.	सीएम/एल-1632547	एमको प्लास्टिक इंडस्ट्रीज, बम्बई	IS : 10840-1986	88-11-30
30.	सीएम/एल-3687168	एम्बामैक प्रा. लि., मद्रास	IS : 09301-1981	89-05-15
31.	सीएम/एल-1691765	सूरजमल वैजनाथ इंड. प्रा. लि., सोनीपत	IS : 01786-1986	89-05-15
32.	सीएम/एल-1754460	मैटल प्रिंटिंग एंड फैब्रिकेटिंग वर्क्स बम्बई	IS : 10339-1982	89-11-15
33.	सीएम/एल-1765566	हिमाचल एप्लाइड प्रा. लि., सेरंडा	IS : 04246-1984	89-12-15
34.	सीएम/एल-1785168	चैम्पियन पेन्स कलर एंड वॉनिंग कं. दिल्ली	IS : 00133-1975	89-02-15
35.	सीएम/एल-1787778	फेडम स्टेशनरी (एड्स) प्रा. लि. उना (त्रि.प्र.)	IS : 01551-1976	89-02-15
36.	सीएम/एल-1794977	रीतू उद्योग एसोसिएशन, दुषा हर्मरपुर (त्रि.प्र.)	IS : 09020-1979	89-02-28
37.	सीएम/एल-1800340	राइक रिरोलिंग मिल्स भिवार्ड	IS : 09226-1975	89-03-15
38.	सीएम/एल-1804146	श्रीनेट कैमिकल्स (पेस्टीसाइड्स डिजिज) बम्बई (उ.प्र.)	IS : 02368-1976	89-03-15
39.	सीएम/एल-1812852	वि तमिलनाडु पौन्टी डबलपमेंट कारपो. लि., मद्रास	IS : 02052-1979	89-04-15
40.	सीएम/एल-1824758	फिलफान इलेक्ट्रॉनिक्स प्रा. लि., अंगलौर	IS : 02834-1986	89-03-31
41.	सीएम/एल-1827360	भुराडिया ब्रदर्स, जयपुर	IS : 10325-1982	89-06-31
42.	सीएम/एल-1830450	बिरमानो मैटल्स (प्रा.) लि., जोगेश	IS : 00781-1984	89-05-31
43.	सीएम/एल-1849471	वधान इंडस्ट्रीज रायसेन (म.प्र.)	IS : 04246-1984	89-07-15
44.	सीएम/एल-1866269	एम्बुकेस इलेक्ट्रॉनिक्स प्रा. लि.	IS : 11170-1985	89-08-31

[सं. के. प्र वि/13 : 14]

पृ० मुद्रणमण्डप, अपर महानिबेसा

**S.O.2399.**— In pursuance of Sub-regulation(6) of Regulation 5 of the Bureau of Indian Standards (Certification Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired:

## THE SCHEDULE

List of Licences Lapsed during February, 1990

Sl. No.	Licence No.	Name of Licencee	IS:No.	Date of Lapsing
1	2	3	4	5
1.	CM/L-0310520	Dollar Biscuit Co. Pvt. Ltd, Madras.	IS:01011-1981	88-12-15
2.	CM/L-0656354	Prabhu Steel Industries Ltd., Hyderabad.	IS:00226-1975	89-11-30
3.	CM/L-0656556	Prabhu Steel Industries Ltd., Hyderabad.	IS:01786-1985	89-11-30
4.	CM/L-0668462	Naffarchandra Jute Mills Ltd., Calcutta.	IS:03984-1987	89-01-15
5.	CM/L-0700432	Vikram Steel Pvt. Ltd., Rajkot.	IS:06914-1978	89-05-15
6.	CM/L-0788775	Shri Bajrang Electric Steel Co. Ltd., Calcutta.	IS:00226-1975	89-07-31
7.	CM/L-0815247	Modern Industries, Faridabad.	IS:01135-1973	89-11-30
8.	CM/L-0829258	The Gourepore Co. Ltd., Calcutta.	IS:01943-1966	89-11-30
9.	CM/L-0886977	R.K. Industries, Jaipur.	IS:00393-1985	89-08-15
10.	CM/L-0887676	A.P. State Agro Industries Dev. Corpn. Ltd. Kurnool	IS:02567-1978	89-08-15
11.	CM/L-0894269	Hindustan Food Products, Ranchi	IS:00111-1981	89-09-15
12.	CM/L-0920749	Meera Metal Industries, Bombay.	IS :01660 (Pt 01)-1982	88-12-15
13.	CM/L-1084542	Delhi Pigment Industries (P) Ltd., Delhi.	IS:00035-1975	89-05-31
14.	CM/L-1163437	Agro Metal & Spray Equipment Corpon. Rohtak	IS:03652-1974	88-02-29
15.	CM/L-1201621	Super Food Products, Hyderabad.	IS:01011-1981	89-06-30
16.	CM/L-1242534	Golden Sports, Jalandhar.	IS: 00417(Pt 03)-1974	89-10-15
17.	CM/L-1286756	The Guntur Distt. Milk Prod. Co. Op. Union Ltd., Vadlamudi	IS:01547-1985	89-03-15
18.	CM/L-1315232	Admise Appliances (P) Ltd., New Delhi.	IS:02312-1967	86-06-15
19.	CM/L-1351943	B.L. Industries, Jaipur.	IS:08960-1978	89-05-15
20.	CM/L-1418545	Kukreja Transformers Mfg. Co, New Delhi.	IS:01851-1975	86-04-15
21.	CM/L-1438955	Continental Instruments, Ambala Cantt.	IS:01223(Sec 03)-1982	88-07-31
22.	CM/L-1450238	Bhushan Alloys & Steels, Chandigarh.	IS:06914-1978	89-09-15
23.	CM/L-1465857	Ludhiana Steel Rolling Mills, Ludhiana.	IS 01977-1975	89-10-15
24.	CM/L-1494763	Indian Manufacturing Co. Jaipur.	IS:00561-1978	89-01-15



1	2	3	4	5
25. CM/L-1595769	Carbon India, Kanpur.		IS:05653-1970	89-08-31
26. CM/L-1604845	Parag Traders, Gondal Gujarat		IS:10325-1982	89-09-15
27. CM/L-1622039	Mining and Allied Machinery Corpn. Ltd., Durgapur.		IS:08421-1977	89-11-15
28. CM/L-1622241	Khatau Junkar Ltd., Bombay		IS:02834-1986	87-11-15
29. CM/L-1632547	EMCO Plastic Industries, Bombay.		IS:10840-1986	88-11-30
30. CM/L-1687168	Aouamech Pvt. Ltd., Madras.		IS:09301-1984	89-05-15
31. CM/L-1691765	Soorajmal Baijnath Indus. Pvt. Ltd., Sonepat.		IS:01786-1985	89-05-15
32. CM/L-1754460	Metal Printing & Fabricating Works, Bombay		IS:10339-1982	89-11-15
33. CM/L-1765566	Himalayan Appliances Pvt. Ltd., Noida.		IS:04246-1984	89-12-15
34. CM/L-1785168	Champion Paints, Colour & Vardish Co., Delhi.		IS:00133-1975	89-02-15
35. CM/L-1787778	Fantum Stationery (AIDS) Pvt. Ltd., Una (H.P.)		IS:01551-1976	89-02-15
36. CM/L-1794977	Reetu Udyog Association Dugha Hamirpur (H.P.)		IS:09020-1979	89-02-28
37. CM/L-1800340	Raika Repolling Mills, Bhilai		IS:00226-1975	89-03-15
38. CM/L-1804146	Shrinet Chemicals (Pesticide Division), Basti (U.P.)		IS:02568-1978	89-03-15
39. CM L-1821852	The Tamilnadu Poultry Development Corpn. Ltd., Madras.		IS:02052-1979	89-04-15
40. CM/L-1824758	Filcon Electronics Pvt. Ltd., Bangalore.		IS : 02834—1986	89-05-31
41. CM/L-1827360	Bhuradia Brothers, Jaipur.		IS : 10325—1982	89-05-31
42. CM/L-1830450	Virmani Metals (P) Ltd., Noida.		IS : 00781—1984	89-05-31
43. CM/L-1849471	Dayal Industries, Raisen (MP).		IS : 04246—1984	89-07-15
44. CM/L-1866269	Accumax Electronics Pvt. Ltd.		IS : 11170—1985	89-08-31

[No. CMD/13 : 14]

S. SUBRAHMANYAN, Addl. Dir..Gen.

नागरिक पूर्ति तथा सार्वजनिक वितरण भंडारालय

(भारतीय मानक ब्यूरो)

नई दिल्ली, 12 सितम्बर, 1991

का.आ. 2400 :—भारतीय मानक ब्यूरो (प्रमाणन) संशोधन विनियम, 1991 के विनियम 7 के उपविनियम के 1 उप विनियम छ (क) के अनुसरण में भारतीय मानक ब्यूरो, एतद्वारा, नीचे दी गई अनुसूची में दिए गए संबद्ध भारतीय मानकों के अनुसार गुणता तंत्र प्रमाणन के लिए वार्षिक लाइसेंस शुल्क अधिसूचित करता है जो तुरंत प्रभावी है :

अनुसूची

क्रम सं.	शुल्क	14000 : 1988	14002 : 1988	14003 : 1988
के अनुसार गुणता तंत्र				
1.	वार्षिक लाइसेंस शुल्क	40,000/- रु.	30,000/- रु.	20,000 - रु.

[सं. क्यूएसडी 2 : 1 : 2]

लेफ्ट. जनरल एच. लाल, महानिदेशक

**MINISTRY OF CIVIL SUPPLIES AND PUBLIC DISTRIBUTION  
(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 12th September, 1991

S. O. 2400:—In pursuance of sub sub-regulation G (a) of Sub-regulation 1 of Regulation 7 of the Bureau of Indian Standards (Certification) Amendment Regulations, 1991, the Bureau of Indian Standards, hereby notifies the annual licence fee for Quality Systems Certification in accordance with the relevant Indian Standards as given in the schedule below with immediate effect:

**SCHEDULE**

Sl. No.	Fee	QUALITY SYSTEMS AS PER		
		IS : 14000 : 1988	IS : 14002 : 1988	IS : 14003 : 1988
1. Annual Licence Fee	Rs. 40,000/-	Rs. 30,000/-	Rs. 20,000/-	

Lieut. Gen. H. LAL, Director

**कृषि मंत्रालय**

(ग्रामीण विकास विभाग)

विपणन एवं निरीक्षण निदेशालय

फरीदाबाद, 6 अगस्त, 1991

क्र.भा. 2401.—साधारण श्रेणीकरण तथा चिन्हंकन नियमावली 1988 के अधीन मुक्तको प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस विषय पर विभाग 24-5-75 के कार्यालय आदेश संख्या 7(15)/73-सामान्य डी-3 में आंशिक संशोधन करने हुए, मैं ओ.पी.बिहारी, कृषि विपणन सलाहकार, भारत सरकार, एतद्वारा, स्तम्भ (1) में उल्लिखित नियमों के अनुसरण में जैसा कि स्तम्भ (2) में शक्तियों के प्रयोग के अधिकारी विनिर्दिष्ट हैं, स्तम्भ (3) में विनिर्दिष्ट राज्य सरकार के अधिकारियों को ग्राम्या राज्य में घरेलू मंडी के लिए कृषि उपज (श्रेणीकरण तथा चिन्हंकन), अधिनियम, 1937 (1937 का 1) के अधीन निर्धारित श्रेणीकरण तथा चिन्हंकन नियमों एवं श्रेणीकरण अभिज्ञानों के अनुसार कृषि और अन्य उत्पादों के श्रेणीकरण तथा चिन्हंकन के बारे में अधिकार देता हूँ।

साधारण श्रेणीकरण चिन्हंकन नियमावली, 1988 के नियम का संदर्भ	प्रत्यायुक्त शक्तियाँ	राज्य के अधिकारी का पदनाम
1	2	3
नियम 3(4)	घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाणपत्र प्रदान करने हेतु आवेदन प्राप्त करना।	संयुक्त निदेशक कृषि (विपणन) आसाम।
नियम 3(5)	आवेदक की सहायता के स्थापन तथा परिसरों प्रयोगशाला, संसाधन एककों के निरीक्षण की व्यवस्था करना तथा घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण-पत्र प्रदान करने हेतु सिफारिश करना।	—वही—
नियम 4	विकेन्द्रीकरण श्रेणीकरण के बारे में प्राधिकरण प्रमाण-पत्र का नवीनीकरण करना।	—वही—
नियम 8(2)	एगमार्क श्रेणीकरण के लिए प्राइवेट वाणिज्यिक प्रयोगशाला के अनुमोदन की सिफारिश करना।	—वही—
नियम 12	विकेन्द्रीकरण श्रेणीकरण के बारे में श्रेणी अभिज्ञान चिन्हों को जारी करना अथवा प्रयोग को रोकना।	—वही—
नियम 14	किसी भी अनुसूचित वस्तु के बारे में सूचना, रिपोर्ट विवरण प्राप्त करना।	—वही—
नियम 3(8) (ख)	प्राधिकृत श्रेणीकरण परिसरों का निरीक्षण करना तथा यह पता लगाना कि विकेन्द्रीकरण वस्तुओं का श्रेणीकरण तथा चिन्हंकन सही रूप में किया गया है।	संयुक्त निदेशक, कृषि (विपणन) आसाम

1	2	3
नियम 3(8)(ग)	विकेन्द्रीकरण श्रेणीकरण के प्राधिकृत पैकरों द्वारा रखे गए रिकार्ड की जांच करना।	संपूर्ण निदेशक कृषि (विपणन)
नियम 3(8)(घ)	श्रेणी अभिधान चिन्ह लगे हुए किसी पैकेज को खोलना तथा निरीक्षण करना तथा किसी भी श्रेणीकृत उपज के नमूने लेना परन्तु सभी नमूनों के लिए संदाय किया जायगा।	-बही-
नियम 3(8)(ङ)	विकेन्द्रीकरण श्रेणीकरण के अधीन आने वाली किसी भी श्रेणीकृत वस्तु का श्रेणी अभिधान चिन्ह रद्द करना या उसे हटाना यदि वह विहित श्रेणी विनिर्देशनों के अनुरूप नहीं है।	-बही-

[क्यू. 11011/2/90-क्यू. सी. 3]

## MINISTRY OF AGRICULTURE

(Department of Rural Development)

Directorate of Marketing and Inspection

Faridabad, the 6th August, 1991

S.O. 2401.—In exercise of the powers conferred on me under the General Grading and Marketing Rules, 1988 and in partial modification of this office order No. 7 (15)/73: Gen. D.III dated 25-4-75 on the subject, I, O.P. Behari, Agricultural Marketing Adviser to the Govt. of India hereby delegate, in pursuance of the rules cited in column (1), authority to exercise the powers, as specified in column (2), to the officers of the State Government specified in column (3), in respect of grading and marking of agricultural and other produce in accordance with the grade designations and the Grading and Marking Rules prescribed under the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937) for domestic market in the State of ASSAM.

Reference rule of the GGM Rules 1988	Powers delegated	Designation of State Officer
1	2	3
Rule 3(4).....	To receive the application for grant of Certificate of Authorisation for domestic grading.	Joint Director Agriculture (Marketing ASSAM)
Rule 3(5).....	To arrange for verification of bonafides of the Applicant and inspection of the premises Laboratory processing units and to recommend grant of C.A. for domestic grading;	-do-
Rule 4.....	To renew the certificate of Authorisation in respect of de-centralised grading;	-do-
Rule 8(2).....	To recommend approval of private commercial laboratory for Agmark grading;	-do-
Rule 12.....	To with hold issue or use of grade designation marks in respect of de-centralised grading;	-do-
Rule 14.....	To obtain information, report return in respect of any of the Scheduled articles;	-do-
Rule 3(8) (b).....	To inspect the authorised grading premises and to ascertain that grading and marking of de-centralised commodities is correctly performed;	-do-
Rule 3(8)(c).....	To examine the record maintained by the authorised packers of de-centralised grading;	-do-

1	2	3
Rule 3(8)(d).....	To open and inspect any package bearing grade designation mark and to take samples of any graded produce provided all samples shall be paid for.	Joint Director of Agriculture (Marketing) (Assam)
Rule 3(8)(c).....	To cancel or to remove the grade designation mark from any graded article covered under decentralised grading if found not conforming to the prescribed grade specifications.	-dc-

[No. Q. 11011/2/90-QC-III.]

का.प्र. 2402.—साधारण श्रेणीकरण तथा चिन्हांकन नियमावली 1988 के अधीन मुद्रांक प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस विषय पर दिनांक 25-4-75 के कार्यालय आदेश संख्या 7 (15)/73-सामान्य डी-3 में प्राथमिक संशोधन करते हुए, मैं ओ.पी. बिहारी, कृषि विपणन मलाहकार, भारत सरकार, एतद्वारा, स्तम्भ (1) में उल्लिखित नियमों के अनुसरण में जैसा कि स्तम्भ (2) में शक्तियों का प्रयोग करते के अधिकारी विनिर्दिष्ट हैं, स्तम्भ (3) में विनिर्दिष्ट राज्य सरकार के अधिकारियों को मध्य प्रदेश राज्य में घरेलू मंडी के लिए कृषि उपज (श्रेणीकरण तथा चिन्हांकन), अधिनियम, 1937 (1932 का 1) के अधीन निर्धारित श्रेणीकरण तथा चिन्हांकन नियमों एवं श्रेणीकरण अभिधानों के अनुसार कृषि और अन्य उत्पादों के श्रेणीकरण तथा चिन्हांकन के बारे में अधिकार देता हूँ।

साधारण श्रेणीकरण चिन्हांकन नियमावली, 1988 के नियम का संदर्भ	प्रत्यायुक्त शक्तियाँ	राज्य के अधिकारी का पदनाम
1	2	3
नियम 3(4)	घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण पत्र प्रदान करने हेतु आवेदन प्राप्त करना।	आयुक्त/निदेशक विपणन, मध्य प्रदेश।
नियम 3(5)	आवेदक की सुशयक्ता के स्थापन तथा परिसरों, प्रयोगशाला संसाधन एककों के निरीक्षण की व्यवस्था करना तथा घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण पत्र प्रदान करने हेतु सिफारिश करना।	उप निदेशक मण्डी अपने अपने क्षेत्राधिकार में
नियम 4	विकेन्द्रीकरण श्रेणीकरण के बारे में प्राधिकरण प्रमाण पत्र का नवीनीकरण।	आयुक्त/निदेशक मण्डी, मध्य प्रदेश
नियम 8(2)	एगमार्क श्रेणीकरण के लिए प्राइवेट वाणिज्यिक प्रयोगशाला के अनुमोदन की सिफारिश करना।	-वही-
नियम 12	विकेन्द्रीकरण श्रेणीकरण के बारे में श्रेणी अभिधान चिन्हों को जारी करना अथवा प्रयोग को रोकना।	-वही-
नियम 14	किसी भी अनुसूचित वस्तु के बारे में सूचना, रिपोर्ट विवरण प्राप्त करना।	-वही-
नियम 3(8)(ख)	प्राधिकृत श्रेणीकरण परिसरों का निरीक्षण करना तथा यह पता लगाना कि विकेन्द्रीकरण वस्तुओं का श्रेणीकरण तथा चिन्हांकन सही रूप में किया गया है।	उप निदेशक मण्डी अपने अपने क्षेत्राधिकार में
नियम 3(8)(ग)	विकेन्द्रीकरण श्रेणीकरण के प्राधिकृत पैकरो द्वारा रखे गए रिकार्ड की जांच करना।	-वही-
नियम 3(8)(घ)	श्रेणी अभिधान चिन्ह लगे हुए किसी पैकेज को खोलना तथा निरीक्षण करना तथा किसी भी श्रेणीकृत उपज के नमूने लेना परन्तु सभी नमूनों के लिए संवाय किया जाएगा।	-वही-
नियम 3(8)(ङ)	विकेन्द्रीकरण श्रेणीकरण के अधीन आने वाली किसी भी श्रेणीकृत वस्तु का श्रेणी अभिधान चिन्ह रद्द करना या उसे हटाना यदि वह विहित श्रेणी विनिर्देशनों के अनुरूप नहीं है।	उप निदेशक मण्डी अपने अपने क्षेत्राधिकार में

S.O. 2402.—In exercise of the powers conferred on me under the General Grading and Marking Rules, 1988 and in partial modification of this office order No. 7(15)/73-Gen. D.III dated 25-4-75 on the subject, I, O.P. Behari, Agricultural Marketing Adviser to the Government of India hereby delegate, in pursuance of the rules cited in column (1), authority to exercise the powers, as specified in column (2), to the officers of the State Government specified in column (3), in respect of grading and marking of agricultural and other produce in accordance with the grade designations and the Grading and Marking Rules prescribed under the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) for domestic market in the State of Madhya Pradesh.

Reference rule of the GGM Rules 1988	Powers delegated	Designation of the State Officer
1	2	3
Rule 3(4).....	To receive the application for grant of Certificate of Authorisation for domestic grading.	Commissioner/Director Marketing, Madhya Pradesh.
Rule 3(5).....	To arrange for verification of bona fides of the applicant and inspection of the premises Laboratory, processing units and to recommend grant of C.A. for domestic grading;	Deputy Director, Mandi in their respective jurisdiction.
Rule 4.....	To renew the certificate of Authorisation in respect of de-centralised grading;	Commissioner/Director, Mandi Madhya Pradesh
Rule 8(2).....	To recommend approval of private commercial laboratory for Agmark grading;	-do-
Rule 12.....	To with hold issue or use of grade designation marks in respect of de-centralised grading;	-do-
Rule 14.....	To obtain information, report return in respect of any of the Scheduled articles;	-do-
Rule 3(8)(b).....	To inspect the authorised grading premises and to ascertain that grading and marking of de-centralised commodities is correctly performed;	Deputy Director of Mandi in their respective jurisdiction.
Rule 3(8)(c).....	To examine the record maintained by the authorised packers of de-centralised grading;	-do-
Rule 3(8)(d).....	To open and inspect any package bearing grade designation mark and to take samples of any graded produce provided all samples shall be paid for.	-do-
Rule 3(8)(e)	To cancel or to remove the grade designation mark from any graded article covered under decentralised grading if found not conforming to the prescribed grade specifications.	-do-

[Q. 11011/2/90-QC-III]

का.प्र. 2403.—साधारण श्रेणीकरण तथा चिन्हकन नियमावली 1988 के अधीन मुझको प्रदत्त शक्तियों का प्रयोग करने हुए तथा इस विषय पर दिनांक 25-4-75 के कार्यालय आदेश संख्या 7(15)/73-सामान्य बी-3 में प्रांशिक संशोधन करते हुए, मैं ओ.पी. बिहारी, कृषि विपणन सलाहकार, भारत सरकार, एतद्वारा स्तम्भ (1) में उल्लिखित नियमों के अनुसरण में जैसा कि स्तम्भ (2) में शक्तियों के प्रयोग के अधिकारी विनिर्दिष्ट हैं, स्तम्भ (3) में विनिर्दिष्ट राज्य सरकार के अधिकारियों को उड़ीसा राज्य में घरेलू मंडी के लिए कृषि उपज (श्रेणीकरण तथा चिन्हकन), अधिनियम, 1937 (1937 का 1) के अधीन निर्धारित श्रेणीकरण तथा चिन्हकन नियमों एवं श्रेणीकरण अधिधानों के अनुसार कृषि और ग्रन्थ उत्पादों के श्रेणीकरण तथा चिन्हकन के बारे में अधिकार देता हूँ।

## अधिसूचना

साधारण श्रेणीकरण चिन्हांकन नियमावली, 1988 के नियम का संवर्ध	प्रत्यायुक्त शक्तियां	राज्य के अधिकारी का पदनाम
1	2	3
नियम 3(4)	घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण-पत्र प्रदान करने हेतु आवेदन प्राप्त करना।	संयुक्त निदेशक विपणन, उड़ीसा
नियम 3(5)	आवेदक की सुव्यवस्था के सत्यापन तथा परिसरों, प्रयोगशाला, संसाधन एककों के निरीक्षण की व्यवस्था करना तथा घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाण पत्र प्रदान करने हेतु सिफारिश करना।	श्रेणीकरण विकास अधिकारी अपने अपने क्षेत्राधिकार में।
नियम 4	विकेन्द्रीकरण श्रेणीकरण के बारे में प्राधिकरण प्रमाणपत्र का नवीनीकरण करना।	संयुक्त निदेशक विपणन, उड़ीसा
नियम 8(2)	एगमार्क श्रेणीकरण के लिए प्राइवेट वाणिज्यिक प्रयोगशाला के अनुमोदन की सिफारिश करना।	—बढ़ी—
नियम 12	विकेन्द्रीकरण श्रेणीकरण के बारे में श्रेणी अभिधान चिन्हों को जारी करना अथवा प्रयोग को रोकना।	—बढ़ी—
नियम 14	किसी भी अनुसूचित वस्तु के बारे में सूचना, रिपोर्ट विवरण प्राप्त करना।	संयुक्त निदेशक विपणन, उड़ीसा
नियम 3(8) (ख)	प्राधिकृत श्रेणीकरण परिसरों का निरीक्षण करना तथा यह पता लगाना कि विकेन्द्रीकरण वस्तुओं का श्रेणीकरण तथा चिन्हांकन सही रूप में किया गया है।	श्रेणीकरण विकास अधिकारी अपने अपने क्षेत्राधिकार में।
नियम 3(8) (ग)	विकेन्द्रीकरण श्रेणीकरण के प्राधिकृत पैकेजों द्वारा रखे गए गिनाई की जांच करना।	—बढ़ी—
नियम 3(8) (घ)	श्रेणी अभिधान चिन्ह लगे हुए किसी पैकेज को खोलना तथा निरीक्षण करना तथा किसी भी श्रेणीकृत उपज के नमूने लेना परन्तु सभी नमूनों के लिए संदाय किया जायगा।	—बढ़ी—
नियम 3(8) (ङ)	विकेन्द्रीकरण श्रेणीकरण के अधीन आने वाली किसी भी श्रेणीकृत वस्तु का श्रेणी अभिधान चिन्ह रद्द करना या उसे हटाना यदि वह विकृत श्रेणी विनिर्देशनों के अनुरूप नहीं है।	—बढ़ी—

[स्यू. 11011/2/90-स्यू. सी-3]

S.O. 2403 :—In exercise of the powers conferred on me under the General Grading and Marking Rules, 1988 and in partial modification of this office order No. 7 (15)/73-Gen. D. -III dated 25-4-75 on the subject, I, O.P. Behari Agricultural Marketing Adviser to the Government of India hereby delegate, in pursuance of the rules cited in column (1), authority to exercise the powers, as specified in column (2), to the officers of the state Government specified in column (3), in respect of grading and marking of agricultural and other produce in accordance with the grade designations and the Grading and Marking Rules prescribed under the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) for domestic market in the state of Orissa.

## SCHEDULE

Reference rules of the GGM Rules, 1988	Powers delegated	Designation of State Officer
1	2	3
Rule 3 (4)	To receive the application for grant of Certificate of Authorisation for domestic grading.	Joint Director Marketing ORISSA.
Rule 3(5)	To arrange for verification of bonafides of the applicant and inspection of the premises Laboratory, processing units and to recommend grant of C.A. for domestic grading;	Grading Development Officer in their respective jurisdiction.

1	2	3	4	5
Rule 4	To renew the certificate of Authorisation in respect of de-centralised grading;	Joint Director	ORISSA	
Rule 8 (2)	To recommend approval of private commercial laboratory for Agmark grading;	-do-		
Rule 12.....	To withhold issue or use of grade designation marks in respect of de-centralised grading;	-do-		
Rule 14.....	To obtain information, report return in respect of any of the Scheduled articles;	-do-		
Rules 3(8)(b).....	To inspect the authorised grading permits and to ascertain that grading and marking of de-centralised commodities is correctly performed;	Grading Development Officer in their respective jurisdiction.		
Rule 3(8)(c).....	To examine the record maintained by the authorised packers of de-centralised grading;	-do-		
Rule 3(8)(d).....	To open and inspect any package bearing grade designation mark and to take samples of any graded produce provided all samples shall be paid for.	-do-		
Rule 3(8)(e).....	To cancel or to remove the grade designation mark from any graded article covered under decentralised grading if found not conforming to the prescribed grade specifications.	Grading Development officer in their respective jurisdiction		

[Q. 11011/2/90-QC-III]

का.आ. 2404.—साधारण श्रेणीकरण तथा चिन्हांकन नियमावली 1988 के अधीन मूलको प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस विषय पर विनोद 25-4-75 के कार्यालय आदेश संख्या 7(15)/73-सामान्य डी-3 में आंशिक संशोधन करते हुए, में ओ.पी. बिहारी, कृषि विपणन सलाहकार, भारत सरकार, एतद्वारा, स्तम्भ (1) में उल्लिखित नियमों के अनुसरण में जैसा कि स्तम्भ (2) में शक्तियों के प्रयोग के अधिकारी विनिर्दिष्ट हैं, स्तम्भ (3) में विनिर्दिष्ट राज्य सरकार के अधिकारियों को हरियाणा राज्य में घरेलू मंडी के लिए कृषि उपज (श्रेणीकरण तथा चिन्हांकन), अधिनियम 1937 (1937 का 1) के अधीन निर्धारित श्रेणीकरण तथा चिन्हांकन नियमों एवं श्रेणीकरण अभिधानों के अनुसार कृषि और ग्रन्थ उत्पादों के श्रेणीकरण तथा चिन्हांकन के बारे में अधिकार देता है।

साधारण श्रेणीकरण चिन्हांकन नियमावली, 1988 के नियम का संदर्भ	प्रत्यायुक्त शक्तियाँ	राज्य के अधिकारी का पदनाम
1	2	3
नियम 3(4)	घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाणपत्र प्रदान करने हेतु आवेदन प्राप्त करना।	विपणन अधिकारी, हरियाणा
नियम 3(5)	आवेदक की सहायता के सत्यापन तथा परिसरों, प्रयोगशाला, सहायक एककों के निरीक्षण की व्यवस्था करना तथा घरेलू श्रेणीकरण के लिए प्राधिकरण प्रमाणपत्र प्रदान करने हेतु सिफारिश करना।	विपणन अधिकारी हरियाणा सहायक विपणन अधिकारियों को अपने अपने क्षेत्राधिकार में।
नियम 4	विकेन्द्रीकरण श्रेणीकरण के बारे में प्राधिकरण प्रमाणपत्र का नवीनीकरण करना।	विपणन अधिकारी हरियाणा
नियम 8(2)	एगमार्क श्रेणीकरण के लिए प्राइवेट वाणिज्यिक प्रयोगशाला के अनुमोदन की सिफारिश करना।	-वही-
नियम 12	विकेन्द्रीकरण श्रेणीकरण के बारे में श्रेणी अभिधान चिन्हों को जानी करना अथवा प्रयोग को रोकना।	-वही-
नियम 14	किसी भी अनुसूचित वस्तु के बारे में सूचना, रिपोर्ट, विवरणी प्राप्त करना	विपणन अधिकारी हरियाणा सहायक विपणन अधिकारियों तथा श्रेणीकरण पर्यवेक्षकों को अपने अपने क्षेत्राधिकार में।

1	2	3	4	5
नियम 3(8)(ख)	प्राधिकृत श्रेणीकरण परिसरों का निरीक्षण करना तथा यह पता लगाना कि विकेन्द्रीकरण वस्तुओं का श्रेणीकरण तथा चिन्हंकन सही रूप में किया गया है।	विपणन अधिकारी हरियाणा सहायक विपणन अधिकारियों तथा निरीक्षण अधिकारियों को अपने अपने क्षेत्राधिकारों में।		
नियम 3(8)(ग)	विकेन्द्रीकरण श्रेणीकरण के प्राधिकृत पैकरों द्वारा रखे गए रिकार्डों की जाँच करना।	-वही-		
नियम 3(8)(घ)	श्रेणी अभिधान चिन्ह लेने हुए किसी पैकेज को खोलना तथा निरीक्षण करना तथा किसी भी श्रेणीकृत उपज के नमूने लेना परन्तु सभी नमूनों के लिए संवाय किया जाएगा।	-वही-		
नियम 3(8)(ङ)	विकेन्द्रीकरण श्रेणीकरण के अधीन आने वाली किसी भी श्रेणीकृत वस्तु का श्रेणी अभिधान चिन्ह रद्द करना या उसे उठाना यदि वह चिह्नित श्रेणी विनिर्देशनों के अनुरूप नहीं है।	विपणन अधिकारी हरियाणा		

[न्यू. 11011/2/90-न्यू.सी.-3]  
ओ.पी. बिहारी, कृषि विपणन सलाहकार

S.O. 2404 :—In exercise of the powers conferred on me under the General Grading and Marking Rules, 1988 and in partial modification of this office Order No. 7 (15)/73-Gen. D. III dated 25-4-75 on the subject, I, O.P. Behari Agricultural Marketing Adviser to the Government of India hereby delegate, in pursuance of the rules cited in column (1), authority to exercise the powers, as specified in column (2), to the officers of the State Government specified in column (3), in respect of grading and marking of agricultural and other produce in accordance with grade designations and the Grading and Marking Rules prescribed under the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937) for domestic market in the State of HARYANA.

#### SCHEDULE

Reference rule of the GGM Rules 1988	Powers delegated	Designation of the State Officer
1	2	3
Rule 3(4).....	To receive the application for grant of Certificate of Authorisation for domestic grading.	Marketing Officer Haryana.
Rule 3(5).....	To arrange for verification of bonafides of the applicant and inspection of the premises Laboratory, processing units and to recommend grant of C.A. for domestic grading ;	Marketing Officer Haryana Asstt. Marketing Officers in their respective jurisdiction.
Rule 4 .....	To renew the certificate of Authorisation in respect of de-centralised grading;	Marketing Officer Haryana.
Rule 8(2) .....	To recommend approval of private commercial laboratory for Agmark grading;	-do-
Rule 12 .....	To withhold issue or use of grade designation marks in respect of de-centralised grading;	-do-
Rule 14.....	To obtain information, report return in respect of any of the Scheduled articles;	Marketing Officer Haryana Assistant Marketing Officers and Grading Supervisors in their respective jurisdiction.
Rule 3(8)(b) .....	To inspect the authorised grading premises and to ascertain that grading and marking of de-centralised commodities is correctly performed;	Marketing Officer Haryana Asstt. Marketing Officers and inspecting officers in their respective jurisdiction.
Rule 3(8)(c).....	To examine the record maintained by the authorised packers of de-centralised grading;	-do-



1	2	3
Rule 3(8)(d).....	To open and inspect any package bearing grade designation mark and to take samples of any graded produce provided all samples shall be paid for.	Marketing Officer Haryana Asstt. Marketing Officer and Inspecting Officers in their respective Jurisdiction.
Rule 3(8)(e).....	To cancel or to remove the grade designation mark from any graded article covered under decentralised grading if found not conforming to the prescribed grades specifications.	Marketing Officer Haryana

[Q. 11011/2/90-QC-III]

O.P. BEHARI, Agricultural Marketing Adviser.

श्रम मंत्रालय

नई दिल्ली, 3 सितम्बर, 1991

का.प्र. 2405.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पी.पी.सी.एल., देहरादून के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधि-करण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-91 को प्राप्त हुआ था।

## MINISTRY OF LABOUR

New Delhi, the 3rd September, 1991

S.O. 2405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PPCL, Dehradun and their workmen, which was received by the Central Government on the 3-9-91.

## ANNEXURE

BEFORE SHRI ARIAN DEV PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 148 of 1990

In the matter of dispute between :

Shri Dilip Kumar,  
S/o. Sh. Sahab Din,  
Vill & Post Harakalan,  
District Dehradun.

AND

The General Manager,  
PPCL 1 A B Ravindra Nath Tagore Road,  
Dehradun.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/14/IR/Misc, dated 9-6-90, has

referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of PPCL Dehradun in terminating the services of Shri Dilip Kumar son of Sh. Sahabdin Loader Operator w.c.1. 21-9-88 is justified ? If not what relief is the workman entitled to ?

2. The case of the workman in short is that he was appointed by the management of PPCL as a Loader Operator on 16-7-87 on a daily wage of Rs. 25. He worked as such without any break upto 20-9-88. However he was not paid wages for National Holidays and other holidays. W.E.F. 21-9-88 his services were terminated illegally in violation of the provisions of section 25F I.D. Act. He alleges that he worked directly with the employer upto 18-3-88 on roll and thereafter, the management adopted unfair labour practice by getting payment of wages made to him through Contractor. He has, therefore, prayed that he be reinstated with full back wages and continuity of service.

3. The case is contested by the management. The management plead that the workman was engaged for certain days during the period from July 1987 to March 1988. Thereafter, the workman of his own accord joined the services of some other employer. Thus he had not worked for 240 days during the period during which he had been in the employment of the management. In fact after 16-3-88, the workman joined the services of one Contractor M/s. Bhasin Forwarding Agency who were given the work by the management. The payments were made by the management to the said contractor against bills submitted by the contractor who had been engaging his own employees for doing work of the management. Thus there was no violation of the provisions of Section 25-F I. D. Act by the management. The management further plead that they are facing the problem of surplus labours in some of the categories. The requirement of Loader Operator has become nil. The two loader operators who were recruited through regular recruitment process in October 1989, have since left the service of PPCL in October 1989 and January 1988 respectively. The job of Loader Operator with the management is not of permanent nature. The management deny that they have adopted unfair labour practice or in any way had victimised the workman. In the alternative they plead that the relief of reinstatement should not be granted to the workman as there is no post of Loader Operator available with the management. There is depletion of ore deposits and environmental problems and as a result of it the working has gradually reduced. To meet the situation the management are already making efforts to reduce manpower by introducing voluntary separation scheme.

4. In his rejoinder the workman alleges that it was under the oral orders of the management that he had worked under M/s. Bhasin Forwarding Agency. It were the management who were taking the work from him. To get work from contractor amounts to unfair labour practice.

5. In support of their respective cases both sides have led oral as well as documentary evidence. If the workman has examined himself in support of his case, the management have examined Shri B. P. Juyal, Dy. General Manager (P&A).

6. The first and foremost question to be considered is whether the workman had worked for 240 days or more during the period of 12 months preceding the date of termination of his services. Whereas the case of the workman is that he was appointed as a Loader operator on 16-7-87 and had continued till 18-3-88 directly on the roll of the management, the management's case which can be inferred from the facts stated in the management's pleading seems to be that the workman started working from 26-7-87 and had worked till 16-3-88. However, in his examination in chief the management has admitted the fact that the workman was engaged on 16-7-87 meaning thereby that he started doing work for the management from 16-7-87.

7. In para 4 of his affidavit the management witness has given the number of days during which the workman had worked in each month beginning from July 1987 upto March 1988. The total number of days comes to 212 days. In his cross examination, the management witness has submitted that the workman was not paid for Sundays and other holidays. It is well known fact that there are 52 Sundays in a year so during the period of 8 months we will have 34 Sundays. This is without taking into consideration to other holidays on which the management establishment had remained closed. If to the figure of 212, 34 Sundays are added, the number of working days would become 246 days, i.e. to say that during the period 16-7-87 to 16-3-88, the workman had worked for 346 days. I may state here that in para 3 of his affidavit, the management witness has deposed that the workman had worked with the management from 27th July 1987 to 16th March 1988. The number of working days would certainly increase if period prior to 27th July 1987, is considered as it is now the admitted case of the parties that the workman was engaged as loader operator on 16-7-87.

8. It has been argued by Sh. Jagat Arora, Advocate, on the basis of proviso (2) Rule 23 (4) of the Minimum Wages Central Rule, 1950, that where the management were paying to the employee more than the minimum wage, the question of payment of wages for the rest days would not arise. If it were so national holidays and other holidays would not be taken into account for determining the number of working days of the workman. I have gone through the proviso and find that the proviso nowhere speaks about the fact that rest days would not be counted towards the number of working days of the workman. It simply provides that in such a situation the workman will not get wages for the rest days. In the circumstances, if the services of the workman are treated as having been terminated w.e.f. 17-3-88, the action of the management in terminating his services would become illegal, it being in violation of Section 25-F I.D. Act. It is not the case of the management that at the time of termination of the services of the workman, the workman was given one month's notice or one month's pay in lieu of notice besides retrenchment compensation.

9. In the alternative let us assume for the sake of arguments that the workman had worked with the management upto 20-9-88. If it were so, the period of working from 21-9-87 to 20-9-88 would become relevant. From the suggestion made by the authorised representative for the management to the workman during his cross examination it appears that the workman had worked till September, 1988, of course, according to the management as a worker of the Contractor.

10. By means of his affidavit, the workman has proved documents annexure 9, 10 and 11 of his claim statement. These documents referred to his working days in the months of June, July and September, 1988. From these documents, it appears that the workman had worked for 23 days in the month of June 1988, for 26 days in the month of July 1988 and for 19 days in the month of September, 1988. While finding out the number of days of the months of June and July 1988, I have not taken into account the rest days and the days on which the workman was absent.

His number of days for these three months comes to 69 days. From 21st September, 1987, to 16th March 1988, the number of working days as per details given by the management come to 152 days. Now if the two figure are added to the number of working days the total would come to 221 and if to this figure number of national holidays and rest days are added the number of working days would swell to more than 240 days. So if it is taken that during this period (21-9-87 to 20-9-88) the workman had worked as a worker of the management establishment, the provisions of Section 25-F I.D. Act, would stand attracted and the action of the management would be deemed as illegal.

11. The main question is whether after 16.3. or 18.3. as the case may be, legally speaking the workman had worked as a worker of the management or not.

12. In his cross examination, the workman at first denied that he had worked with M/s. Bhasin Forwarding Agency after 16th March, 1988. But soon thereafter he said that he had worked with the said firm at the instance of Shri R. K. Puri Sr. Manager and Chief Engineer. According to him he was paid wages by the said firm from 16th March to May, 1988. Wages for the period from 16-5-88 to 30-6-88 were paid to him by PPCL. He has also deposed that wages for July 1988, were paid to him by the firm Kane Construction Company, but wages for the months of August and September were again paid to him by the management of PPCL.

13. There is no dispute about the legal position that the responsibility for payments of wages to the workers provided by the contractor is of the Principal Employer. If the contractor fails to pay the wages to his man, the liability to pay wages can be fastened upon the principal employer under the provisions of Central Labour (Regulation & Abolition) Act, 1970. Such an arrangement is feasible if both the principal employer and contractor have certificates of Registration for the relevant period. In the case of FCI Versus P.O. C.G.I.T. and another (1987) 9 Reports 596, it was held that every worker who works for the principal employer to whom the provisions of the said act are attracted is to be treated as the worker of principal employer unless it is proved that the establishment had secured a certificate of registration for relevant period and it had employed contract labour through a licensed contractor. If either of the condition is missing then the contract labour employed through the contractor shall be treated as the worker of the employer.

14. In the instant case, both the conditions are wanting. For the first time while examining the witness it was got said from his mouth in examination in chief that the PPCL as well as the Contractors of the management are registered under the said Act. I am not prepared to place any reliance on this evidence. Secondary evidence is admissible only when primary evidence is lost. There is no evidence from the side of the management that the certificate of registration and the licence of the Contractors of the management industry are lost. In the circumstances, in view of the law laid down in the above ruling the workman would be deemed as worker of the management.

15. We have seen above that even during the period 21-9-87 to 20-9-88 the workman had worked for more than 240 days and he having not been given any notice or notice pay and retrenchment compensation, the action of the management in terminating his services cannot be upheld.

16. In the situation like the present one, the workman would be entitled to the relief of reinstatement with full back wages, but the management have come with a case that staff with the management is already surplus and that the management have already introduced a scheme of voluntary retirement. The auth. representative for the management in this connection has invited my attention to paras 12 and 19 of the written statement, paras 8 and 9 of the affidavit of the management witness and document nos. 49 and 83 of the documents filed by the management witness with his affidavit. Shri Arora has further invited my attention to the statements made by the workman in his cross examination.

17. Document no. 49 of the affidavit of the management witness is the report dated nil prepared by the management

witness in his capacity as Dy. General Manager (P.&A.). In his report he writes that in the year 1987, on assessment it was found that 335 employees were surplus with the company. He further writes that considering this situation, with the approval of the government, a voluntary retirement scheme was introduced in October, 1988. Up to the date of the report 250 employees have taken voluntary retirement and out of them are 22 employees of Dehradun Unit. These 22 employees are named in the report with their designations. The rest of the documents are in support of the fact that these 22 employees of Dehradun Unit have sought voluntary retirement under the Voluntarily Retirement Scheme.

18. In para 8 of his affidavit the management witness has deposed that due to purchase of one Heavy Marshall Loader, the requirement of Loader Operator has gradually reduced. There is also the problem of surplus staff with the management. He has then referred to 22 employees of Dehradun Unit who have sought voluntary retirement. In para 9 he has deposed that there is no requirement of loader operator in the company and even the present staff is surplus.

19. The above facts do not seem to be disputed by the workman as will be evident from the statements made by the workman in his cross examination. He has admitted that the management had been retrenching their employees. In 1987, 2 loader operators were recruited but both of them had left the job voluntarily. He has also said that some of the employees who had worked for 10-15 years had also sought voluntary retirement.

20. In view of the above facts and circumstances, it becomes clear that it would not be just and proper to grant the relief of reinstatement to the workman. In his cross examination, the workman has deposed that after the termination of his services in September, 1988, he has been earning about Rs. 500-600 a month. It thus appears to be a fit case for grant of compensation to the workman. Held that the action of the management of PPCL Dehradun is not justified. The workman is awarded a sum of Rs. 10,000 as compensation.

21. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.  
[No. L-29012/14/90-IR (Misc.)]

नई दिल्ली, दिनांक 4 सितम्बर, 1991

का.सा. 2406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कलकत्ता पोर्ट ट्रस्ट, कलकत्ता के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-91 को प्राप्त हुआ था।

New Delhi, the 4th September, 1991

S.O. 2406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 3-9-91.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 12 of 1989

## PARTIES

Employers in relation to the management of Calcutta Port Trust, Calcutta.

AND

Their workmen.

## PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

## APPEARANCE :

On behalf of the management : Mr. G. Mukherjee,  
Personnel Officer.

On behalf of workmen : Mr. P. Laha, Secretary of the  
Union.

STATE : West Bengal.

INDUSTRY : Port.

## AWARD

After the reference was made for adjudication by the Government of India, Ministry of Labour, vide Order No. L-32011/1/89-IR(Misc.) dated 25th April, 1989 to this Tribunal over the issue as referred therein, pleadings were completed.

2. Thereafter the General Secretary of the National Union of Waterfront Workers (INTUC) filed an application to the effect that the workmen concerned are reported to have expired. In view of such happening the sponsoring union by their application dated 21st August, 1991 informed this Tribunal that they do not want to proceed further in the case and as such wanted to withdraw the same.

3. After hearing the parties, I dispose of the reference on the prayers as made without entering into the merits of the case.

Dated, Calcutta.

The 22nd August, 1991.

MANASH NATH ROY, Presiding Officer  
[No. L-32011/1/89-IR (Misc.)]

का.सा. 2407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. नैशनल मिनेरल डेवलपमेंट कॉर्पोरेशन के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 3-9-91 को प्राप्त हुआ था।

S.O. 2407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. National Mineral Development Corpn. and their workmen, which was received by the Central Government on the 3-9-91.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this the 19th Day of August, 1991.

PRESENT :

Shri M. B. Vishwanath, B.Sc., I.L.B., Presiding Officer.  
CENTRAL REFERENCE NO. 17 OF 1983

## I PARTY :

Shri G. Shivaji Rao,  
Token No. 18,  
S/o Shri Siddoji Rao,  
C/o Donimalai Iron  
Ore Project Employees  
Association, Donimalai Post,  
Bellary District,  
Karnataka.  
(By Sri B. D. Kuttappa for  
Sri K. Subha Rao)

VS.

## II PARTY

The General Manager,  
National Mineral  
Development Corporation Ltd.  
Donimalai Township,  
Bellary District.  
(By Sri P. S. Sawkar)

## AWARD

In this reference No. L-29012/21/81-D.III(B) dated 2-2-1988 made by the Hon'ble Central Government in exercise of the powers conferred by clause (d) of sub-Section (1) and Sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the point for adjudication as per Schedule to reference is :

"Whether the action of the management of M/s National Mineral Development Corporation in dismissing from service Shri G. Shivaji Rao, Ex-Dumper Operator was justified. If not to what relief the workman is entitled ?"

2. It is not necessary to summarise the claim statement and the counter statement in detail since the matter has been compromised.

3. In the claim petition the I Party has challenged the order passed by the II Party dismissing him (G Shivaji Rao) from service. The I Party has contended that the D.E. held by it against the I Party is not fair and proper.

4. In the counter statement the II Party has justified its action. The II Party has started that the order passed by it dismissing the I Party from services is valid and proper. The II Party has contended that the D. E. held by it against the I Party is fair and proper.

5. Evidence has been recorded on the Preliminary issue, viz., validity of domestic enquiry.

6. The case was being posted from time to time for arguments on domestic enquiry.

7. On 12-8-1991 both the counsel for the I Party and the II Party were present. The I Party Shivaji Rao was also present. The II Party represented by its personnel Officer, was also present.

8. Both the parties have filed the compromise petition under Order 23 Rule 3 of the Code of Civil Procedure read with Section 11 of the Industrial Disputes Act. The compromise petition is signed by the parties and their counsel.

9. I have satisfied myself that the terms of the compromise are fair and reasonable. The terms of the compromise as per the compromise petition are :—

"(a) The First Party hereby accept the termination of his services by the Second Party. The First Party hereby agrees to receive a sum of Rs. 1,35,000/- (Rupees one lakh and thirty five thousand only) in full and final settlement of all his claim including reinstatement, backwages, etc. However, the First Party shall be paid gratuity. The gratuity payable is Rs. 17,000/- approximately. The First Party shall

co-operate with the Second in all respects for signing necessary application forms etc., to receive the amount of gratuity.

(b) The Second Party agrees to pay the said sum of Rs. 1,35,000/- (Rupees one lakh & thirty five thousand only) as above.

Accordingly the Second Party herewith pays the sum of Rs. 1,35,000/- (Rupees one lakh thirty five thousand only) by two cheques bearing Nos. 580526 & 890527 for Rs. 1,00,000/- & Rs. 35,000/- respectively, both dated 10-9-1991 drawn on State Bank of Mysore, Donimalai Township, in favour of the First Party, which the First Party accepts and acknowledges in full and final settlement of all his claims whatsoever including his claim for reinstatement, backwages, etc., or any other amounts due to him on whatsoever account from the Second Party exclusive of gratuity as mentioned above."

10. In pursuance of the compromise petition, the II Party delivered to the I Party the two cheques.

11. I have already stated that the terms of the compromise petition are fair and proper. The award passed as per the above terms of the compromise petition. The copy of the compromise petition shall form part of the award. Reference accepted and award passed as per the terms of the compromise petition.

Dictated to the Secretary, taken down by him, got typed and corrected by me.

[No. L-29012/21/87-D.III(B)]

M. B. VISHWANATH, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL, BANGALORE

C. R. NO. 17 OF 1988

G. Shivaji Rao ... First Party

Versus

Management of N.M.D.C. Ltd.,  
Donimalai Township,  
Bellary District. ... Second PartyCOMPROMISE PETITION UNDER ORDER 23 RULE 3  
OF THE CODE OF CIVIL PROCEDURE READ WITH  
SECTION 11 OF THE INDUSTRIAL DISPUTES ACT

The parties abovenamed beg to state as follows :—

1. In the above reference the Second Party—Management of NMDC Limited were called upon to justify their action in dismissing the First Party from its services.

2. The Second Party filed its Counter Statement and is contesting the matter. However, during the pendency of the reference, as suggested by the Hon'ble Court the parties have had detailed discussion in the matter and as the First Party is not interested in reinstatement nor backwages nor intending to participate in any Union activities and as a result thereof both the parties have arrived at the following settlement, the terms of which are as follows :—

(a) The First Party hereby accepts the termination of his services by the Second Party. The First Party hereby agrees to receive a sum of Rs. 1,35,000/- (Rupees one lakh and thirty five thousand only) in full and final settlement of all his claims including reinstatement, backwages, etc. However, the First Party shall be paid gratuity. The gratuity payable is Rs. 17,000/- approximately. The First Party shall co-operate with the Second Party in all respects for signing necessary application forms etc., to receive the amount of gratuity.

(b) The Second Party agrees to pay the said sum of Rs. 1,35,000/- (Rupees one lakh & thirty five thousand only) as above.

Accordingly the Second Party herewith pays the sum of Rs. 1,35,000/- (Rupees one lakh thirty five thousand only) by two cheque bearing Nos. 580526 & 580527 for Rs. 1,00,000/- & Rs. 35,000/- respectively, both dated 10-8-1991 drawn on State Bank of Mysore, Donimalai Township, in favour of the

First Party, which the First Party accepts and acknowledges in full and final settlement of all his claims whatsoever including his claim for reinstatement, backwages, etc., or any other amounts due to him on whatsoever account from the Second Party exclusive of gratuity as mentioned above.

3. Both parties submit that the terms of this settlement are fair and reasonable and pray that the reference may be disposed of in terms of this settlement, directing both parties to bear their respective costs.

Place : Bangalore  
Dated : 12-8-1991

Sd.- (illegible)

G. SHIVAJI RAO

Advocate for First Party First Party  
for M/s. National Mineral Development Corporation Limited  
(Donimalal Iron Ore Project)

Sd.- (illegible) D. S. VELLU, Personal Officer  
Advocate for Second Party Second Party

नई दिल्ली, 9 सितंबर, 1991

का.प्र. 2408—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सियोल घोगरी प्रोजेक्ट आफ मिनेरल एक्सप्लोरेशन कारपोरेशन लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-9-91 को प्राप्त हुआ था।

New Delhi, the 9th September, 1991

S.O. 2408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sial Ghogri Project of Mineral Exploration Corporation Ltd., and their workmen, which was received by the Central Government on the 4-9-1991.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/81/1984

#### PARTIES :

Employers in relation to the management of Sial Ghogri Project of Mineral Exploration Corporation Limited, Nagpur and their workmen named under the Schedule to the Reference Order represented through the President Indian National Mineral Exploration Corporation Employees Union (INTUC), Branch Parasia Area Post Office Parasia, District Chhindwara (M.P.).

#### APPEARANCES :

For Workmen/Union—Shri S. K. Rao, Advocate.  
For Management—Shri Govind Mishra, Advocate.

INDUSTRY Mineral Exploration. DISTRICT : Nagpur  
(M.S.)

#### AWARD

Dated, August 27, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-29012(13)/84-D.III(B), dated 18th October, 1984, for adjudication of the following dispute :

“Whether the action of the management of Mineral Exploration Corporation Limited, Nagpur in relation to their Sial Ghogri Project in retrenching the under mentioned workers with effect from 9-10-1983 is justified? If not, to what relief are the workmen concerned entitled?”

#### NAMES OF THE WORKMEN

Sarvashri

1. Shyam
2. Lakhanlal
3. Badri Prasad
4. Pantoo
5. Dwarika
6. M. P. Chouhan
7. Udwansha
8. Jeena
9. Janaklal
10. Sukru
11. Bhadulal
12. Tilak Raj
13. Sita Ram
14. Sonia
15. Ramdas
16. Sadan
17. Puli Ram
18. Lekh Ram
19. Santosh Kumar
20. Mahesh
21. Chandrabhan
22. Jeevansha
23. Jeevan
24. Shivalal
25. Kishan
26. Kishnu
27. Bihari
28. Bandhu
29. Anaksha
30. A. K. Azad

2. Facts leading to the case are that the workmen in question were deployed under the Project Officer, M.E.C. Ltd., Sial Ghogri Project, Post Parasia, District Chhindwara (M.P.) and had worked regularly with effect from 21-8-82 to 8-10-1983. Thus they had completed 240 days of continuous service. They were doing the job of drilling. They were retrenched from work vide office Order No. 1300/Contg./R&R/SG/83, dated 9th September, 1983. Undisputedly they had worked for more than 240 continuous days during the year.

3. According to the workmen, they were drilling helpers deployed regularly with effect from 21-8-82 to 8-10-1983. They were deployed under the Project Officer since 1975. The job of drilling is still being continued. Place of work has been changed from Sial Ghogri to Belgaon, Katkora, Bichhua. The workmen have not been paid retrenchment compensation and as such retrenchment amounts to illegal lock out. The management of M.E.C. Ltd have deployed new workmen in place of the workmen in question. This is contrary to law and settlement dated 1-4-1980. Hence they are entitled to be reinstated with full back wages and costs of Rs. 5000.

4. While raising various objections the management has stated that the work carried out by the respondent Corporation is more of research and development and if results are found encouraging the management takes further steps for the exploitation of minerals. The responsibility of the respondent Corporation ends with the submission of a detailed exploitation report which is used by the developmental agency for mine planning, designing and preinvestment decisions. The work of the respondent Corporation as such is to ascertain whether sizeable deposits exist and if so its quantitative, qualitative, parameters for deciding economy of its exploitation and designing method of developing mine.

5. According to the management, the exploration work is carried out in different projects and each project is an independent temporary industrial establishment as defined under the I.D. Act, 1947. These Projects are located in different parts of the country. The Corporation has large number of regular workmen who are experienced and skilled personnel. These workmen are sent on tour to the different temporary industrial establishment (Block/Project). Besides

regular workmen, certain local contingent workman are also recruited purely for a temporary duration of the work which are mostly of unskilled nature since the work of the Corporation itself is of temporary duration. On completion of the exploration scientific investigation, the temporary industrial establishment is wind up and the local contingent workers are retrenched giving all the legal dues including retrenchment compensation. The regular workmen are called back to respective area headquarters and shifted or sent on tour to other temporary industrial establishment in the country.

6. Thus there is always uncertainty of the continuity of work. Adopting the policy of Sons of the Soil the local persons are recruited as contingent workmen who cannot be transferred to other temporary industrial establishment because they are recruited for the duration of the Project only.

7. The present Project having been completed the workmen were duly retrenched after giving them retrenchment compensation. They are not entitled to any claim whatsoever. Case is bad on account of non-joinder and mis-joinder of parties. Person raising the dispute is not competent.

8. These workmen were engaged on 21-8-82/26-8-82/1-9-82/7-10-82/29-11-82 and were employed at temporary industrial establishment at Sial Ghogri Project upto 8-10-1983. It is wrong to say that they were deployed under the Project since 1975. After work was over these workmen were retrenched after giving them retrenchment compensation and the reference is liable to be rejected.

9. In their respective rejoinder parties have reiterated their original claim in the case.

10 Reference is the Issue in this case.

#### REASONS FOR MY FINDINGS :

11. It may be pointed out at the out-set that by merely giving a failure report by the conciliation authorities or making observation that the claim is not tenable would not disentitle the Government to refer the dispute for adjudication (Ex. M/16). From Ex. M/16 it also appears that the dispute was raised by Shri Lakhan Lal of R.K.K.M.S. (BMS) before the A.L.C. (C) Chhindwara and the reference appears to have been made at the instance of the Indian National Mineral Corporation Employees Union (INTUC), Branch Parasia Area. While as per Ex. M/3 some disputes appear to have been raised by the R.K.K.M.S. (INTUC), Dhanbad which was rejected by the Government but this appears to be of Camp Sthanala. I do not find that there is any illegality because Ex. M/16 is not sufficient to show as to what happened subsequently. It should therefore, be presumed that the matter was referred at the instance of the Union referred to in the Order of Reference and the statement of claim has been filed by the President of the said Union. There is no other evidence on record to throw light either way.

12. Thus the presumption is that the reference has been rightly made as also the statement of claim by the competent person. Even otherwise also these Tribunals would not enter into the technicality because the workmen examined Chandrabhai Singh (W.W. 1) has not disputed the competence of the Union. There is nothing contrary to this. Thus neither the reference is bad in law nor it can be said that the claim has not been made by a competent person.

13. It appears from the Memorandum of terms of appointment that the appointing authority is Project Manager, but thereby it does not mean that the final authority of the Concern viz. Chairman-cum-Managing Director, Mineral Exploration Corporation Ltd., cannot be made appropriate party in the instant case and the Manager is only the proper party. Thus the claim cannot be rejected on the ground of non-joinder or misjoinder of parties.

14. The workmen examined one witness viz. Chandrabhai Singh (W.W. 1) and has proved documents Ex. W/1 to Ex. W/27. On the other hand, management has proved Ex. M/1 to Ex. M/19 and has filed the affidavit of one Shri K. R. Katoch after the close of the case when it was reserved for award. It has not been taken on record nor the workman had an occasion to cross-examine the witness who filed the affidavit, hence his affidavit cannot be considered in this case.

15. Now coming to the facts of the case, as per W.W. 1, Chandrabhai Singh, he was appointed in the year 1975 as General Mazdoor and was asked to work in different camps of Mineral Exploration Corporation Ltd. from time to time for certain months only. Their camps are situated in Mandla-Mandli, Sethia, Damua and Sial Ghoghri where the workman was to work. This witness further says that prior to this he inclusive of 32 workmen were employed through the Employment Exchange in the year 1982 and he has relied on documents Ex. W/1 to Ex. W/5.

16. This witness further says that no notice or compensation was given to them at the time of retrenchment. He says that Project is still going on and the management has employed new hands, numbering 50 to 60, after their termination as given in the list Ex. W/27. They however, did not apply for re-employment before the management but raised the dispute through the Union before the A.L.C. (C).

17. According to this witness as per Agreement in the year 1980 the management agreed that if they are retrenched they will be employed. They were getting wages as per Wage Board Agreement. Agreements is Ex. M/1.

18. This witness admits the signatures on the Memo. of Appointment Ex. M/8. He admits that Ex. M/3 (this is in fact Ex. M/2) is the compensation list which bears his signatures. He has stated in cross-examination that a month prior to their retrenchment he was getting Rs. 270 p.m. and he was employed in Eklehra Camp where the work is still going on.

19. Coming to the Agreement (Ex. M/1) which is a part of Award, it is marked as Ex. M/4A, passed by this Tribunal in Case No. CGIT/LC(R)(16)/79, dated 23rd February, 1980, which was relating to retrenchment of unskilled workmen engaged on or before 30-9-1979 we find that according to this Agreement, management consult the workers to be retrenched and if they are unwilling to go elsewhere only then they will be retrenched as per due process of law.

20. In order to apply these terms the workmen would be required to prove that they were employed prior to 1979. They would also be required to prove that they were willing to go to other place. In any case, as per this Agreement policy of employing the Sons of the Soil was not adhered to. There is no other agreement which has been placed on record by the Union to prove its case.

21. Now coming to the evidence on record a perusal of documents Ex. W/1 to Ex. W/6 and Ex. W/8 to Ex. W/27, it can be gathered that these workmen were employed in the year 1982 and their services were terminated in the year 1983 and they were paid Rs. 9 only due the closure of the mine. Ex. W/6 is the copy of the terms of Memorandum of Appointment of a workman like that of other workmen.

22. Management has proved documents Ex. M/1 to Ex. M/19. Ex. M/1 is the Memorandum of Association. Ex. M/2 is the Circular of the Standing Orders. Ex. M/3 is the letter of the Government dated 22-11-78 addressed to the parties concerned relating to which I have already stated earlier. Ex. M/4 is the copy of the Award and Ex. M/4 is Part of Agreement (Annexure of Settlement) relating to which also I have already discussed earlier. Ex. M/5 is the record of Note. Ex. M/6, Ex. M/7, Ex. M/8, Ex. M/9, Ex. M/10, Ex. M/11 and Ex. M/12 are the various Memorandum of letters of appointment of these 32 workmen. The dates of appointment are given hereunder. They were retrenched vide Office Order dated 9th Sept., 1983 (Ex. M/12).

S. No.	Name & Designation	Date of Appointment	Wages per day
1.	Ajal Kumar Swami Skilled 'A' Unskilled	29-11-1982	15/-
2.	Shyam	7-10-1982	9.00
2.	Badri Prasad	1-9-1982	9.00
4.	Lakhan Lal	1-9-1982	9.00
5.	Pantoo	1-9-1982	9.00

Sl. No.	Name & Designation	Date of Appointment	Wag s per day
6.	Dwarka	1-9-1982	9.00
7.	M.P. Chouhan	1-9-1982	9.00
8.	Udvansha	26-8-1982	9.00
9.	Jeena	26-8-1982	9.00
10.	Janak Lal	21-8-1982	9.00
11.	Sukru	21-8-1982	9.00
12.	Bhadulal	21-8-1982	9.00
13.	Tilak Raj	21-8-1982	9.00
14.	Sita Ram	21-8-1982	9.00
15.	Sonia	21-8-1982	9.00
16.	Ramdas	21-8-1982	9.00
17.	Sadan	21-8-1982	9.00
18.	Puli Ram	21-8-1982	9.00
19.	Lekh Ram	21-8-1982	9.00
20.	Santosh Kumar	21-8-1982	9.00
21.	Mahesh	21-8-1982	9.00
22.	Chandrabhan	21-8-1982	9.00
23.	Jeevansha	21-8-1982	9.00
24.	Jeeyan	21-8-1982	9.00
25.	Shivlal	21-8-1982	9.00
26.	Kishan	21-8-1982	9.00
27.	Kishnu	21-8-1982	9.00
28.	Bihari	21-8-1982	9.00
29.	Bhudu	21-8-1982	9.00
30.	Anaksha	21-8-1982	9.00
31.	A.K. Azad, Skilled 'A' (Electrician)	28-1-1982	15.00
32.	Ramjan Khan Skilled 'A' (Contg. Driver)	26-12-1981	—

Note : Ajai Kumar Swami (Sl. No. 1) and Ramjan (Sl. No. 32) are not named in the list under reference.

22. Ex. M/13, Ex. M/14 and Ex. M/15 appear to be the payment sheets acquittance role of the workmen concerned. Ex. M/16 is letter of A.L.C. (C) Chhindwara relating to which I have already discussed above. Ex. M/17 is the letter of the Deputy Chief Geologist for Area Manager addressed to the Dy. Chief of Geologist, CEMODIL, RI-IV dated 31st May, 1984 enclosing therewith the final exploration report of Sial Ghoghri Block, Pench-Kanhan Valley Coalfield, Madhya Pradesh. This document is material from this aspect that the final report was sent on 31st May, 1984 which leads to presume that this Project was completed by this time for want of any contrary evidence from the side of management that it was closed in January, 1984 as pleaded.

23. Ex. M/18 is the copy of the letter of the Government addressed to the Project Manager, M.P. Diamond Mining Project Camp and Post Panna dated 11-8-1985 granting permission to retrench 64 contingent workmen under Sec. 25N of the I.D. Act.

24. Ex. M/19 is photo copy of Interim Order of the High Court dated 4-7-1985 in M.P. No. 1431/85 in which it has been casually observed that each Project is temporary industrial establishment. But this casual observation, however, stands established from Settlement Ex. M/4A which has been relied upon by both parties though dates appear to be different in the pleadings. Nevertheless it is undis-

puted document. That apart, recitals in the Memorandum of terms of appointment as proved in this case from both the sides also confirm this fact.

25. From the above documentary evidence, it is clear that these workmen were never employed prior to 1979 and hence the above terms of Agreement do not apply to the case of these workmen. I have also pointed out above that there is no material to show that these workmen were willing to be posted at different camps. Management says that it has finally closed down the work in January, 1984 while as per testimony of W.W.1, Chandrabhai Singh, the work is still going on, but later on he just changed his version in his cross-examination and stated that the work is still going on in Eklehra Camp. Eklehra Camp is, however, not far away from this Camp, but this point is not in issue.

26. Coming to Chapter V(B) of the I.D. Act which lays down three conditions—

- (i) It does not apply to establishment of a seasonal character or in which work is performed only intermittently.
- (ii) It applies to the establishment which has not less than 100 workers on an average per working day for preceding 12 months as per Sec. 25K of the I.D. Act.
- (iii) Prohibition of laying off without the permission of the appropriate Government does not relate to badli workmen or casual workmen as per Sec. 25-M(1) of the I.D. Act.

There is no material to show that 100 or 50 or more workmen were employed in this particular Project which is obviously an independent unit. It can be said to be a seasonal establishment and that these workmen are casual workmen as is evident from Memorandum of Appointment. Thus provisions of this Chapter does not apply to the facts of this case.

27. Coming to the stand of the Union that certain new persons were employed after the retrenchment of these workers in violation of Sec. 25H of the I.D. Act, which fact, however, has been denied by the management. The Union has examined W.W. 1, Chandrabhai Singh, who says that workmen as per list Ex. W/27 were employed by the management after their retrenchment as new hands. The workmen have, however, pleaded that they worked from 21-8-82 to 8-10-82 (para 1 of the statement of claim). They have further pleaded that 40 to 50 workmen were employed after their termination (Para 7 of the rejoinder). While original statement of claim does not disclose the number of workmen employed after the retrenchment of these workmen. The evidence is, however, that they were retrenched with effect from 9-10-1983. Witness W.W. 1, Chandrabhai Singh, has also admitted that the workmen were stopped from work in the year 1983. A perusal of ex. W/27 would disclose that the following number of persons were deployed for the period from November, 1983 to October, 1983 :

1. 9 persons in November, 1983.
2. 8 persons in December, 1983.
3. 3 persons in January, 1984.
4. 7 persons in February, 1984.
5. 8 persons in April, 1984.
6. 10 persons in June, 1984.
7. 10 persons in September, 1984.
8. 10 persons in October, 1984.
9. 10 persons in December, 1984.
10. 10 persons in January, 1985.
11. 10 persons in February, 1985.
12. 10 persons in March, 1985.
13. 10 persons in April, 1985.
14. 10 persons in May, 1985.
15. 10 persons in June, 1985.
16. 10 persons in July, 1985.
17. 10 persons in August, 1985.



18. 10 persons in September, 1985.

19. 10 persons in October, 1985.

Thus the version of the workmen regarding period of their work are raised. They worked upto 8-10-1984 and from 3 to 10 persons were deployed after their retrenchment. According to these workmen these persons are new hands so I need not go into the names of these persons. Workmen have not examined any of these persons to show as to what work is being taken from these employees as given in Ex. W/27. Even the witness Chandrabhai Singh (W.W. 1), does not say that these were the workmen who were doing the same job as is being done by the workmen in dispute. What he says is that :—

"Ex. W/27 is the list of new hands employed by the management after our retrenchment."

28. Thus this evidence by itself is not sufficient to show that these persons were deployed in place of the workmen concerned for the job being done by them. They may have been deployed during winding up process of the affairs after closure of the establishment or for any other purpose and therefore it cannot be said that these persons were deployed in violation of Sec. 25-H of the I.D. Act.

29. It has been pleaded that there are other temporary establishments viz. Belgaoon, Katkosa, Bichhua apart from the establishment at Sial Ghoghri Project. But there is no evidence to this effect and this fact has been denied by the management in its pleadings. W.W. 1, Chandrabhai Singh, only says that in 1982 he was employed in Eklehra Camps where the work is still going on. There is no pleading on this point and no material to show that the present workmen could be adjusted in Eklehra Camp.

30. The Agreement referred to above discloses that these workmen were employed against purely temporary vacancies in temporary establishment, Sial Ghoghri Project of M.E.C. Ltd., as per terms and conditions given therein. The terms disclose that they were engaged in temporary vacancies in temporary establishment purely on casual basis and this period could be extended or modified at the discretion of the appointing authority depending upon the length of work in this temporary industry establishment at Sial Ghoghri Project for Sial Ghoghri Project for Sial Ghoghri Block only. The term no. 4 lays down that their services would be retrenched after the closure of Project after pay due compensation as per Rules. According to this Memo. of Agreement all workmen concerned under reference were employed on daily wages at the rate of Rs. 9 except A. K. Azad who was getting Rs. 15 per day. WW-1, Chandrabhai Singh, also admits that he was being paid Rs.-270 p.m.

31. Thus there was nothing wrong in retrenching the services of the workmen after the closure of the establishment.

32. The workmen have failed to point out as to what Certified Standing Orders or other Rules were violated by the management in retrenching their services.

33. The workmen have also failed to point out as to how they acquired the permanent status in the light of my above findings.

34. I have already pointed out that the present case is not covered by Chapter V(B) of the I.D. Act. The question then arises whether it is covered by Sec. 25-FFA of the I. D. Act. Its answer is also in the negative because this Section presupposes that there should not be less than 50 workmen in the undertaking and there is no evidence to the effect that there were 50 or more workmen in this undertaking. Thus the provisions of Section 25FFA of the I.D. Act are also not attracted.

35. Having held that the present undertaking was a temporary undertaking for particular purpose for particular period and there was nothing wrong in retrenching the services of the workman after the closure of the establishment, I must clarify that though the Industry is well in existence, this particular undertaking has been closed down. The question is whether it can be so done.

36. Industrial Disputes Act has used the expression "undertaking", "establishment" and "industry" interchangeably at various places. For instance, Sec. 25F uses the word "industry", Sections 9-B, 18(3), 23, 25-C, 25-D, 25-E and 25-G have used the expression "industrial establishment", while Sec. 25FF, the namely enacted Sec. 25FFA and Sec. 25-FFF have used the expression "undertaking". The expression "undertaking" has no where been defined in the Act while expression "industrial establishment" has been defined in the explanation to Sec. 25-A only for the purpose of Sections 25-A, 25-C, 25-D and 25-E. The term "industry" has been defined in Section 2(j) of the I. D. Act. The definition of "industry" is referable to an activity. Apart from the limited meaning ascribed to the expression "industrial establishment" in explanation to Sec. 25-A, expression has generally been used in the Act to connote all such establishment which carry on activities of the nature falling within the ambit of definition of "industry" in Sec. 2(j). The expression "establishment" has again not been defined in the Act. An industrial organisation consists of several establishments or undertakings. (See also Sec. 2Ka of I.D. Act).

37. Thus undertaking has a narrower concept of industry. In fact, industry is a whole of it and undertaking a part. It is well within the powers of the management either to close down the entire industry or part of it. It can be closed down even by stages.

38. Thus the employer may not be closing the entire establishment but, on account of accumulating losses or any other reason, may decide to close down any part or section of the establishment proposed to be closed as an "undertaking" by itself and since in that particular "undertaking" less than 50 workmen are employed, his case falls within the proviso; hence he is not required to comply with the requirements of sub-section (1) of Sec. 25FFA of the I.D. Act.

39. Even otherwise also the failure of the employers to comply with the requirements entail stringent penalty of imprisonment but failure of the employer to comply with the requirement does not make the closure illegal. The answer appears to be in the negative because from the language of the Section, no prohibition of the closure is discernible. If law does not prohibit closure, the closure does not become illegal. Neither the provision of Sec. 25FFA nor Sec. 30-A postulate any provision analogous to Sec. 24, Sec. 25-M, Sec. 25-N or 25-O. Hence even assuming that the undertaking employed more than 50 workers the closure of undertaking in contravention of Sec. 25-FFA will neither be illegal nor nonest. Breach of this provision shall, however, entail the penalty of imprisonment.

40. In the similar situation in the case of Bombay Union of Journalists Vs. State of Bombay (1964) 1 LLJ 351(356)(SC) it has held that Clause (c) of Sec. 25-F is not a condition precedent to valid retrenchment though its breach no doubt would be a serious matter. On a parity of reasoning, though the breach of the requirements of Sub-section (1) of Sec. 25FFA would be a serious matter entailing the penalty under Sec. 30-A, it would not, however, make the act of closure illegal or nonest. There is, however, a vital distinction between the provisions in Sec. 25-F(C) and Sec. 25FFA(1), viz. that the former provision imposes a restriction only on the contractual right of the employer whereas the later restricts his fundamental right to carry on or close down his business.

41. The carrying on the business is a right and not an obligation. It is, therefore, as much the right of a businessman to close down his business or to carry it on. The closure or stoppage of a part of business is an act of the management which is entirely in the discretion of the employer carrying on the business and an Industrial Tribunal cannot even in a reference under Sec. 10(1) interfere with the discretion exercised by the employer in such a matter, and can have no power to direct an employer to continue the whole or a part of the business which the employer has decided to shut down (Workmen of Indian Leaf Tobacco Development Co. Ltd. Vs. Indian Leaf Tobacco Development Co. Ltd. (1970) 1 LLJ 343(345)(SC). (See also Sec. 2(cc) I.D. Act).

42. In the case of closure of one establishment or undertaking of employer, the workmen have only the right to compensation under Sec. 25FFF and they cannot claim any right for re-employment or reinstatement in any other establishment



or undertaking of the employer (The Workmen of Indian Leaf Tobacco Development Co. Ltd. Vs. Management of Indian Leaf Tobacco Development Co. Ltd. (1970 Lab. I.C. 755—758(SC).

43. Now remains the question of notice and compensation.

44. I have already pointed out above that the workman claiming compensation under Sec. 25FFF of the I.D. Act should have put in one year's continuous service on the date of closure. This condition is fulfilled. Legislature has not left the notice period and quantum of compensation to be paid. In the same way even assuming that the notice has not been given and compensation has not been paid as per law, the retrenchment does not become illegal as in the case of Sec. 25F of the I.D. Act. While in Sec. 25F there is a prohibition against retrenchment until the conditions prescribed by that Section are fulfilled as imposed, while by Sec. 25FFF(1) termination of employment on closure of an undertaking and without payment of compensation and without even serving of notice or paying compensation in lieu of notice is not prohibited. Payment of compensation and payment of wages for the period of notice are, therefore, not conditions precedent to closure (Hathisingh Manufacturing Co. Ltd. Vs. Union of India (1960 II LLJ 1 (SC). This provision has been enacted for the purpose of calculating compensation payable to the workmen rather than providing for payment of compensation over again. Sec. 25FFF makes reference to Sec. 25F for that limited purpose.

45. There is a closure and the conditions for entitlement of compensation are fulfilled. Hence the workmen become entitled to relief as provided under Sec. 25FFF of the I.D. Act.

46. Now the question remains as to on what date the said undertaking was closed down as according to workmen it is still in existence, while as pleaded by the management it was closed down in January, 1984.

47. There is no evidence to show as to on what date the Project was completed. As pleaded by the management the Project was completed in January 1984 (para 9) and as I have already pointed out above the report was submitted on 31st May, 1984. There is nothing to show as to how this period from February to May, 1984 was utilised for preparing the report. Thus the only presumption that this Tribunal can draw is that this Project was completed and finally closed on 31st May, 1984 as discussed above. But these workmen were retrenched with effect from 9th October, 1983. In these circumstances, these workmen would be deemed to be continued in service upto May 1984. Thus they would be entitled to arrears of wages upto this date along with compensation as provided under Sec. 25FFF of the I.D. Act. One month's notice was, however, given to the workmen as per Ex. M/12 as required by Sec. 25FFF of the I.D. Act. There is nothing contrary to disbelieve this part of the evidence adduced by the management except the oral testimony of W.W. 1, Chandrabhai Singh, which is not reliable because he has admitted in his cross-examination that he was given retrenchment compensation though he has denied this fact in his examination-in-chief.

48. From the verbose scattered pleadings and discussions made above the material points on which findings are being given are as follows :—

- (1) The reference is tenable and the claim has been made by the competent person.
- (2) The Project Manager has appointed and retrenched the workmen but thereby it does not mean that the Chairman-cum-Managing Director is not responsible for the acts of the Project Manager and he is not a proper party in this case.
- (3) The work of the management is purely of a temporary nature for the purpose of detailed exploration and report for developmental agency for mining, planning, designing and preinvestment decisions project-wise and as such the workmen were engaged in a particular project as a part of the same industry.
- (4) The temporary establishment at Belgaon, Katkona & Bichhua are not separate and independent units but different projects of the same industry.
- (5) It has not been established that it is obligatory on the part of the management to locally recruit workmen

from the Sons of the Soil i.e. from locality and cannot be transferred to other temporary establishments because in those temporary establishments recruitments are made according to this policy. There is deviation of this policy, if any, in Ex. M/4A.

- (6) It has not been proved that the casual workmen are normally retrenched at the time of the closure of the Project.
- (7) These 32 workmen were employed and deployed for drilling machines at Sial Ghoghri Project. It has not been proved that subsequently it was shifted to another temporary establishment at Indram Project in Andhra Pradesh.
- (8) The workmen were not appointed in the year 1975. They were appointed on various dates as shown against their name in Para 21 of the Award.
- (9) These workmen were not serving since 1975 or they got the permanent status. They were employed for a period of one year or completion of work at Sial Ghoghri Project as per Agreement.
- (10) Though the workmen have been given retrenchment notice but they were not paid due retrenchment compensation.
- (11) The Standing Orders duly certified on 19th September, 1991 do not apply to these workmen. It has also not been established that these workers acquired permanent status under any Rule, Regulation or Law.
- (12) The management employed certain persons as detailed in Paras 27 of the Award but it is not established that these workmen were employed in place of these workmen in violation of Sec. 25-H of the I.D. Act.
- (13) Management could have engaged these persons the exigency so arose at other projects.
- (14) It has not been proved that on 1st April, 1980 ties had arrived to a Memorandum of Settlement and it was agreed by the management that 12 contingent posts were to be regularised.
- (15) It has also not been established that even more than 1000 posts have been kept vacant to be subsequently filled in consultation with the Union by those who might have left over due to oversight.
- (16) It was not necessary to seek permission of the Government for closing down the undertaking before closing down the establishment under Sec. 25-O of the I.D. Act. The action taken by the management does not vitiate the closing down of the undertaking and the workmen are not entitled to be treated as continued in service.
- (17) It has not been established that the undertaking or Sial Ghoghri Project has not been closed down. It has been closed down with effect from 31st May, 1984 and not from January, 1984.
- (18) It has not been established that there is any violation of the provisions of Cl.K & J of the Certified Standing Orders.

49. The workmen are accordingly entitled to the following reliefs :—

- (1) 29 workmen named at Serial No. 1 to 29 under the Schedule to the reference Order are entitled to wages at the rate of Rs. 9 per day and the workman named at Sl. No. 30 Rs. 15 per day for the period from 9th October, 1983 to 31st May, 1984.
- (2) All the above workmen are entitled to compensation as provided by Sec. 25FFF read with Sec. 25F of the I.D. Act on the basis of their date of appointment as detailed in para 21 of the Award after deducting the amount of compensation already paid which shall be worked out and paid by the management within two months from the date of publication of the Award.
- (3) The amount so payable shall carry interest at the rate of Rs. 9% per annum from the date of reference

i.e. 18th October, 1984 failing which the interest payable would be Rs. 15% per annum.

(4) No order as to costs.

50. Reference is accordingly answered as under.—The action of the management at Mineral Exploration Corporation Limited, Nagpur in relation to their Sial Ghoghri Project in retrenching the 30 workers listed under the Schedule to the Reference Order with effect from 9th October, 1983 is not justified. They would be deemed to be retrenched with effect from 31st May, 1984. They are entitled to the reliefs as per Para 49(1), (2) & (3) above. Parties to bear their own costs.

V. N. SHUKLA, Presiding Officer

[No. L-29012/13/84-D.III(B)]

S. S. PARASHER, Under Secy.

नई दिल्ली, 6 सितम्बर, 1991

का.आ. 2409 :—औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इण्डिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोहाटी, आसाम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-91 को प्राप्त हुआ था।

New Delhi, the 6th September, 1991

S.O. 2409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, Assam as shown in the Annexure in the Industrial dispute between the employers in relation to the Management of Union Bank of India and their workmen, which was received by the Central Government on the 5th September, 1991.

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 8(c) of 1990

PRESENT :

Shri D. N. Hazarika, Presiding Officer, Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :  
The Management of Union Bank of India, Guwahati.

AND

The workman, represented by the General Secretary, North Eastern Region Union Bank Employees Association.

#### AWARD

This reference arising out of the Central Government Notification No. L-12012/189/90-IR-B(II) dated 25th September 1990 relates to the dispute indicated in the Schedule below :

“Whether the action of the management of Union Bank of India in asking Shri Swapan Kumar Bhattacharjee, Head Cashier category-cum-Clerk Athgaon Branch of the Bank to forego the Head Cashier allowance or be prepared for posting back at Tura, Meghalaya is fair and justified? If not, to what relief the workman is entitled to?”

On receipt of notice both the parties appeared and filed their written statement before the Tribunal. After filling the written statements the union filed a petition stating that they are not interested to pursue the matter as the dispute has been amicably settled between the parties and accordingly it is prayed for no dispute award. After hearing the counsel for both sides the reference is disposed of with no dispute award.

I give this Award on this 19th day of August, 1991 at Guwahati under my hand and seal.

D. N. HAZARIKA, Presiding Officer

[No. I-12012/189/90-2R(B.II)]

का.आ. 2410 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इण्डिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोलाम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-91 को प्राप्त हुआ था।

S.O. 2410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kollam as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 5-9-1991.

#### ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 21st day of August, 1991)

PRESENT :

Sri C. N. Sasisharan, Industrial Tribunal.

IN

Industrial Dispute No. 43/90

BETWEEN

The Regional Manager, Union Bank of India, Regional Office, Union Bank Building, M.G. Road, Trivandrum.

(By Sri R. Somanathan, Advocate, Trivandrum)

AND

The General Secretary, Union Bank of India Employees Union (K), C/o Union Bank of India, Elamkulam Branch P.S. No. 1829, Panampilly Nagar, Cochin-682016.

(By Sri K. Somasekharan Pillai, Advocate, Kollam)

#### AWARD

The Government of India, as per Order No. L-12011/50/89-D.II (A) dated 6-2-1990, have referred this industrial dispute for adjudication to this Tribunal.

The issue for adjudication is :

“Whether the action on the part of the management of Union Bank of India in denying the full time post of Sweeper to Smt. C. Indira, Part-time Sweeper on 3/4 scale wages posted at Kottiyam branch is fair and reasonable? If not, to what relief the said workman is entitled to?”

2. The union espousing the cause of the workman Smt. C. Indira has filed a detailed claim statement. The contentions of the union are briefly as below : Smt. Indira was appointed in the service of the management Bank on 19th August, 1981 at Kottiyam branch on 1/3rd scale wages. Her duties as per the terms of appointment covered sweeping the branch premises including bath rooms, cleaning of office premises, fetching water and serving staff members, cleaning the doors and windows and other works entrusted by the branch manager from time to time. The area of Kottiyam branch premises is 2600 sq. ft. and the workman had to work for more than 25 hours per week for discharging the duties as per rules. Part time sweepers who are required to sweep more than 2000 sq. ft. but less than 400 sq. ft. and also to do such other works are entitled to get 3/4th scale wages. But the workman was denied her legitimate and appropriate wages and the management thereby exploited her services. She was transferred to Kazhakkuttam branch in 1/2 scale wages in November, 1986. The area of that branch premises is more than 1500 sq. ft. and as per the rules the workman is entitled to get 1/2 scale wages. After transferring her from Kottiyam branch one Sri Paramasivan was posted in that vacancy on 1/3rd scale wages. But he was given 3/4th scale wages from November, 1988 onwards for sweeping the same area which

the workman was performing from 1981 to 1986. Sri Paramasivan was further elevated to the post of full time Sweeper-cum-Hemal with full wages of peon on 27-1-1989 at Trivandrum. The workman was transferred to Kottiyam branch in 3/4th scale wages in the vacancy which had fallen vacant due to the promotion and transfer of Sri Paramasivan. He was promoted as full time sweeper and posted at Trivandrum. The case of the union is that as per rules the management should have paid 3/4th scale wages to the workman right from her appointment at Kottiyam branch as the area of that branch is 2600 sq. ft. which was occupied by the branch in 1975 and the service of the workman was utilised for sweeping the same area. Had the workman been given the appropriate and eligible 3/4th scale wages from August, 1981 she should have been eligible for full time wage post in August, 1981. The management had shown discrimination to her and during this period many of her juniors were elevated to higher assignment and the promotions of Sri Paramasivan who is junior to the workman by five years is only an example. The full time vacancy of sweeper was existing even prior to the elevation of Sri Paramasivan to 3/4th scale wages. Denying that vacancy to the workman and giving to Sri Paramasivan who is junior to her show that the management was biased and prejudiced against her. The claim is that the workman is entitled to get 3/4th scale wages retrospectively from August, 1981 and that she is entitled to get due weightage for higher assignment and consequential benefits.

3. The claim of the union is resisted by the management. The management in its written statement has advanced their contentions which are briefly as below : Smt. Indira was taken up in the service of management as part time sweeper with effect from 18-8-1981 on condition that she will be entitled to 1/3rd scale wages and that she will be required to work not more than 13 hours in a week. Her duties included sweeping the branch premises including bath rooms, cleaning the office furniture, supplying water etc. and other work incidental to the cleanliness of the Bank. The area of that branch premises as not having any nexus with the work of the concerned workman. She was appointed to work for a specified hours and she had not worked beyond the said hours. The Bank had not exploited the services of the workman as alleged. The wages which was entitled to her had been paid and received by her. In July 1986 applications were invited for the post of part time sweepers on 1/2 scale wages from the existing part time sweepers drawing 1/3rd scale wages. Smt. Indira had applied for that post at Kazhakkuttam branch and she was transferred to that branch on her application and her salary has been enhanced from 1/3rd scale wages to 1/2 scale wages with effect from 1-9-1986. Her hours of work was also fixed as not to exceed a total of 13-3/4 hours per week. One Sri Paramasivan joined the service of the Bank on 12-8-1985 as part time sweeper. On his request he was transferred to Kottiyam branch by order dated 10-10-1986 and his salary has been enhanced to 1/3rd scale wages with effect from 3-11-1986. His working hours was fixed as not to exceed a total of 12-3/4 hours per week. While so on 19-9-1988 he made a representation to management stating that he was finding it difficult to sweep/clean the premises within the time allotted to him to work and therefore requested to refix the wages and working hours. His salary has been accordingly enhanced from 1/3rd scale wages to 3/4th with effect from 7-11-1988 and he was to work for not more than 28-3/4 hours in a week. A vacancy of full time sweeper has arisen in Trivandrum Region. As per the rules of Bank a vacant post of permanent full time sweeper shall be filled by inviting applications from the existing part time sweepers in the Regional drawing 3/4th of the scale of wages. The Bank accordingly invited application and Sri Paramasivan applied for the post. He was offered the post out of the applications by order dated 14-12-1988 which he accepted. As per the rules a vacant post of full time sweeper shall be filled in by inviting applications from existing sweepers in the Region/State drawing 3/4th of pay scale for the vacant post of a permanent sweeper on 3/4th scale of wages by inviting applications from existing sweepers drawing 1/2 of the pay scale. Smt. Indira had not applied for the full time post of sweepers. She was fully conscious that she will not come within the rules for filling up the post of full time sweepers. On her request she was transferred to Kottiyam branch and her salary has been enhanced from 1/2 scale to 3/4th scale wages with effect from 1-2-1989. Hours of work was fixed as not more than 28-3/4 hours a week. Subsequently she was offered the post of full time sweeper and accordingly she is presently working at Trivandrum as full time sweeper from 1-11-1989.

4. The further case of management is that Smt. Indira had never worked beyond the time specified at the branches she had worked. She had been paid her wages fixed by the management and she had never demured either against the working hours or the rate of wages scale at any time. She was considered for full time appointment after she was qualified for such consideration. She was qualified for that post from 1-2-1989 after she started drawing 3 scale wages. There is no promotion for a part-time sweeper. Seniority in service of the Bank as part time sweeper is not a ground for claiming a full time assignment. The full time vacancy of sweeper was not existing prior to November, 1986 as pleaded by the union. The management has no bias or prejudice against anybody who is engaged by the Bank. The reliefs now prayed for by the union are beyond the scope of reference. The further case is that the present issue is not a live one as the concerned workman has since been appointed full time sweeper. According to the management the dispute referred for adjudication is stale as the claim is made after eight years of the alleged cause of action. The management has a further case that the reference is vague and ambiguous and that the workman is not entitled to any relief.

5. The evidence consists of the deposition of the president of the union as WW-1 and Exts W-1 to W-3 on the side of the union. The management has examined their Personnel Officer of the Trivandrum Regional Office as MW-1 and Exts. M-1 to M-5 have also been marked on their side.

6. The claim of the union is for getting 3/4th scale wages to Smt. Indira with effect from August, 1981 and also due weightage for higher assignment from that day onwards and consequential benefits. The claim of the union is on the ground that while the workman was working at Kottiyam branch from 1981 to 1986 as part time sweeper she was given only 1/3rd scale of wages though the area of that branch was 2600 sq. ft. for which the workman was entitled to get 3/4th scale of wages as per Ext. W-1 circular issued by the management. It is also contended that after the workman was transferred from Kottiyam to Kazhakkuttam branch one Paramasivan who was appointed at Kottiyam was given 3/4th scale wages for sweeping the very same area though Paramasivan was junior to her. Ext. M-1 is the appointment order issued to Smt. Indira on 7-9-1981 and she has joined the service of the Bank as per Ext. M-1. In Ext. M-1 it is stated that she will be required to work for not more than 13 hours in a week and that she will be entitled to 1/3rd of the scale of wages. The area of the premises required to be swept/cleaned by her is not at all stated in Ext. M-1. As per Ext. M-1 the area of the Bank premises was not having any nexus with the period of hours to work. While working there on her request she was transferred to Kazhakkuttam branch on 1/2 scale wages considering the area of that branch. The hours of work was also fixed. All these aspects are not at all in dispute. The union or the workman has no case that she had worked more than the fixed hours of work either at Kottiyam or Kazhakkuttam branches. So as per the terms of appointment she had not worked for more than the fixed hours and there was no specified area to be swept/cleaned. It is also noteworthy that she had never raised any objection or request to the management to the effect that the hours of work fixed is to be refixed on account of the extended of area to be cleaned. Without raising any objection she had done her work within the fixed hours and accepted the salary which she was entitled to get from the management. It is also admitted that she is now working as full time sweeper on her application made to the management while she was working in 3/4th scale of wages.

7. Now the claim of 3/4th scale of wages with effect from 1981 is made mainly on the basis of Ext. W-1 circular and on the ground that 3/4th scale wages was given to Sri Paramasivan while he was working at Kottiyam branch where the workman had worked before the posting of Sri Paramasivan. It is true that the area of Kottiyam branch is 2600 sq. ft. and as per Ext. W-1 circular the scale of wages of part time sweeper for the branch is 3/4th scale. But as I have stated earlier the workman while working has never made any request to the management in enhancing her wages to 3/4th scale on the basis of Ext. W-1 circular. In the vacancy arose after transferring her from Kottiyam branch to Kazhakkuttam branch Sri Paramasivan was appointed and he was also given only 1/3rd scale of wages at the time of his appointment. That also shows that Ext. W-1 circular was not implemented in that branch. It is true that the criteria as per Ext.

W-1 circular should be followed in all cases and the reasons if any to deviate from that standard should be informed to the Department of Personnel of management. MW-1 has deposed before this Tribunal that since there was more 1800 branches of the management Bank they could not calculate the carpet area of each branch at that time and therefore Ext. W-1 circular could not be implemented. This explanation appears to be reasonable and satisfactory particularly in the absence of any request from the workman to that effect. There are no reasons also for not implementing Ext. W-1 circular at Kottiyam branch purposely at that time for denying 3/4th scale wages to the workman as contended by the union. Thereafter on the request made by Sri Paramasivan as per Ext. M-15 the management has enhanced his scale of wages to 3/4th scale wages as per Ext. M-8 order dated 31-10-1988 only. If as a matter of fact the management wanted to help Sri Paramasivan and to show discrimination to the workman as contended by the union they would have given him 3/4th scale wages at the time of his appointment at Kottiyam branch. So it cannot be said that the management had shown any discrimination to the workman and done any favour to Sri Paramasivan. It is also noteworthy that there is absolutely no suggestion as to why the management should give higher wages to Sri Paramasivan over-looking the claim if any of Smt. Indira. There is an allegation of bias and prejudice against the workman by the management but no reason has been alleged for such bias or prejudice. It has come out in evidence through MW-1 that the post of full time sweeper is being filled up by inviting applications from part time sweepers in 3/4th scale wages. When Sri Paramasivan was appointed as full time sweeper he was fully qualified as he was working in 3/4th scale wages. But Smt. Indira was working only in 1/3 scale wages during that time and therefore she was not eligible for that post. It is not disputed that she had not made any application to the post of full time sweeper when Sri Paramasivan was appointed as full time sweeper. She had not raised any objection also. There is also nothing on record to show that the post of full time sweeper is a promotion post as pleaded by the union. Exts. M-4, M-5 and M-10 orders issued to Smt. K. K. Remadevi, Smt. M. Suganthi and Sri Paramasivan respectively also show that the post of full time sweeper is not a promotion post. In Exts. M-4 and M-5 it is specifically stated that the incumbents are stand posted as Peon-Cum-Hamel. Now the claim is that had the workman been given 3/4th scale in 1981 she would have been eligible for full time post when Sri Paramasivan was appointed in that post who is five years junior to her. The claim is only hypothetically one. As I have stated earlier she had never applied for 3/4th scale wages before Ext. W-2 representation dated 14-11-1988. Ext. W-2 is the first representation given by her union to the management with regard to the present claim. The above circumstances make it clear that the management had never denied her the wages entitled to her as per the terms of appointment and she has no case she had worked more than the fixed hours. It cannot therefore be said that the action of management is in any way illegal or unjustified.

8. Smt. Indira did not work for more than the fixed hours applicable to her while working at Kottiyam and Kazhakkuttam branches as per the terms of the appointment orders. She did not raise any objection at the time of working at Kottiyam on 1/3rd scale of wages. Her union has come forward with the request only on 14-11-1988 after three years of the issuance of Ext. W-1 circular. She had filed her representation on 17-11-1988 only on the ground that she had sweened and cleaned 2600 sq. ft. in 1981 and claimed 3/4th scale of wages. It is to be remembered that the union representative is a member of the Director Board of management. So the union was well aware of Ext. W-1 circular issued in 1985. Thus the workman was also in the know of things transpired in 1985 itself. The union and herself having slept over the matter for three years has now come with a request for fixing 3/4th scale wages with retrospective effect without having a case that the workman had worked more than the fixed hours for the period for which the enhanced wages is now claimed. This shows lack of bonafide in the claim. The present claim for enhanced wages in 3/4th scale of wages for a period during which the workman had admittedly not worked 28-3/4 hours per week fixed in that scale is quite illegal and unjustified. The claim was not made at appropriate time and since it was not claimed at appropriate time, it would be inequitable to consider this at this stage after eight years of the alleged cause of action. Sri Paramasivan is not a member of the union in this case as stated

by WW-1. In the absence of any evidence of bias or prejudice against the workman or any other reason for denying her 3/4th scale of wages as contended by the union the present dispute can only be considered as the result of inter-union rivalry as pleaded by the learned counsel for the management on the above grounds the present claim as unreasonable and unjustified.

9. The management has a case that the dispute referred for adjudication is stale since the claim is made after eight years of the alleged cause of action. But no provision of law has been pointed out to substantiate this contention. There is also a contention that the reference is vague and ambiguous. This contention is also devoid of merit as the issue referred for adjudication is specific and not at all vague on plain reading itself.

10. In the result I hold that the management has not illegally denied the full time post of sweeper to Smt. Indira and the action on the part of management is fair and reasonable. The workman is therefore not entitled to any relief in this reference.

An award is passed accordingly.

C. N. SASIDHARAN, Industrial Tribunal  
[No. L-12011/50/89-D II(A)]

#### APPENDIX

Witness examined on the side of the Workman

WW-1—Sri C. A. Jemas Kutty.

Witness examined on the side of the Management

MW-1—Sri K. Sadanandan

Documents marked on the side of the Workman

Ext. W-1—Circular issued by the management dated 15-10-1985.

Ext. W-2—Copy of representation submitted to the management by the General Secretary of the Union dated 14-11-1988.

Ext. W-3—Copy of representation submitted to the management by the General Secretary of the Union dated 6-12-1988.

Documents marked on the side of the Management

Ext. M-1—Appointment order issued to Smt. Indira from the management dated 7-9-1981.

Ext. M-2—Form of application invited for the post of part time sweeper on half scale wages by the management dated 26-7-1986.

Ext. M-3—Photocopy of the order dated 27-8-1986 issued to Smt. Indira from the management transferring her to Kazhakkuttam branch and enhancing wages from 1/3rd scale to 1/2 scale.

Ext. M-4—Photocopy of order issued to Smt. K. K. Remadevi from the management dated 29-9-1988.

Ext. M-5—Photocopy of order issued to Smt. R. Suganthi dated 30-9-1988.

Ext. M-6—Photocopy of application submitted by Smt. Indira to the management in response to Ext. M-2 application.

Ext. M-7—Photocopy of order issued to Sri Paramasivan from the management transferring him to Kottiyam branch dated 10-10-1986.

Ext. M-8—Photocopy of order issued to Sri Paramasivan from the management enhancing his salary from 1/3rd scale wages to 3/4th scale wages dated 31-10-1988

Ext. M-9—Photocopy of application submitted by Sri Paramasivan to the management dated 21-11-1988 for the post of full time sweeper.

Ext. M-10—Photocopy of order issued to Sri Paramasivan from the management dated 14-12-1988 taking him in the service of Bank as Sweeper-cum-Hamel.

Ext. M-11—Photocopy of order issued to Smt. Indira from the management dated 27-1-1989 transferring her to Kottiyam branch from Kazhakkuttam branch enhancing her wages from 1/2 to 3/4th scale wages.

Ext. M-12—Photocopy of representation submitted by Smt. Indira to the management dated 17-11-1988 claiming 3/4th scale wages with retrospective effect.

Ext. M-13—Photocopy of application for full time sweeper submitted by Smt. Indira to the management Bank dated 12-10-1989.

Ext. M-14—Photocopy of order appointing Smt. Indira as Sweeper-Cum-Hamel dated 24-10-1989.

Ext. M-15—Photocopy of representation submitted by Sri Paramasivan to management Bank dated 19-9-1988 requesting for refixing his wages and working hours with retrospective effect.

का.आ. 2411 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार देना बैंक के प्रबन्धन के संबंध में निम्नलिखितों और उनके कर्मचारियों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-91 को प्राप्त हुआ था।

S.O. 2411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workmen, which was received by the Central Government on the 5th September, 1991.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, the 24th day of July, 1981

#### PRESENT :

Shri M. B. Vishwanath, B.Sc., LL.B., Presiding Officer,  
Central Reference No. 29 of 1989

#### I PARTY :

Shri M. Govindaraju,  
represented by  
General Secretary,  
Dena Bank Employees'  
Union, C/o Dena Bank,  
Kampegowda Road,  
Bangalore-560009.  
(By Sri V. Gopala Gowda)  
Vs.

#### II PARTY :

Regional Manager,  
Dena Bank,  
71, Sona Towers,  
Millers Road,  
Bangalore-560052.  
(By Sri Mohammed Shariff).

#### AWARD

In this reference No. L-12012/452/88-D.II(A) dated 21st March, 1989 made by the Hon'ble Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the point for adjudication as per Schedule to reference is :—

"Whether the action of the management of Dena Bank in terminating the services of Shri M. Govindaraju is justified? If not, to what relief is the workman entitled?"

2366 GI/91—8.

2. In the Claim Statement it is stated.—The I Party workman was appointed as a Cleaner to clean the premises of Zonal Office/Regional Office of the II Party at 'Sona Towers' No. 71 Millers Road, Bangalore-52, with effect from 21st April, 1987. The I Party was paid Rs. 100 each in two names by both the offices, in all Rs. 200 every month. The I Party workman has worked honestly and diligently. He has worked continuously from 21st April, 1987 to 20th March, 1988 without any break. On 29th March, 1988, the Personnel Officer of the II Party management told the I Party workman that the I Party workman's services were no longer required by the Bank. The I Party was told not to come for work from next day onwards. There was no reason for the Management to refuse employment to the I Party. Even though there were works and vacancies, the Management has terminated the services of the I Party. The Management should have regularised the services of the I Party workman. The I Party workman has worked continuously for 240 days. The provisions of Section 25F(a)(b) and Section 25-N of the Industrial Disputes Act have not been complied with. Hence the termination is illegal. The I Party workman has to be re-instated with back wages.

3. In the counter-statement the II Party Bank has stated the I Party was not taken to regular employment to the Bank. The I Party was not given any appointment order. There is no relationship of employer and employee. There were vacancies. These vacancies have been filled up through employment exchange. The I Party did not possess required recruitment norms and educational qualification. In para 8 of the counter statement the II Party has denied that the I Party has worked for 240 days. It is stated that the I Party workman worked purely temporary basis. The reference has to be rejected.

4 I find from the records that on behalf of the II Party MW-1 Natarajan, Personnel Manager has been examined. Some documents also have marked as exhibits. The case is being posted from time to time for further cross-examination of MW-1. Subsequently the learned counsel for the I Party has submitted that the matter would be settled. The counsel for the I Party has taken some adjournment to settle the matter. The counsel for the II Party was present on one or two occasions but was absent on most of the hearing dates.

5. On 27th June, 1991 the learned counsel for the I Party has filed the zerox copy of the minutes of the discussion during the structured meeting held on 12th October, 1990 at Zonal Office S.I. Zone, Bangalore. On 27th June, 1991, when this zerox copy of the document was filed the learned counsel for the II Party was represented by his Junior. The case was again posted to 12th July, 1991. On that day the counsel for the II Party was not present.

6. That the matter has been settled has not been denied by the II Party. It is abundantly clear from the zerox copy of the minutes of the discussion, referred to above, that the matter has been settled between the Management and the Union. The management has been represented by the Zonal Officer, Deputy Zonal Manager, (Personnel). The Union has been represented by as many as 10 office bearers. It is stated in the minute of discussion held on 12th October, 1990 that :

"In Karnataka, Union demanded that Shri Govindaraj (the matter is before the I.T. at Bangalore) is to be regularised in the services of the Bank.

It is agreed to take him in 3/4th scale wages prospective. It is also agreed that by taking up in 3/4th scale wages prospectively, the existing cycle of all part timers, as per HO guidelines should not be affected."

It is obvious from what is extracted above that the matter has been settled. So I proceed to pass an award in terms of the settlement.

#### AWARD

The services of the I Party workman M. Govindaraj shall be regularised by the II Party. The II Party shall take him in 3/4th scale wages prospectively. By so taking him prospectively in the 3/4th scale wages, the existing cycle of all part timers shall not be affected.

Award passed as stated herein.

Dictated to the Secretary, taken down by him, got typed and corrected by me.

M. B. VISHWANATH, Presiding Officer  
[No. L-12012/452/88-D.II (A)]

का.आ. 2412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इण्डिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-91 को प्राप्त हुआ था।

S.O. 2412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on the 3-9-1991.

“Whether the action of Bank of India, Nagpur, in not regularising the services of 15 workmen mentioned in the Annexure hitherto as sub-staff in their employment from 11-10-1985, the date this industrial dispute was raised? If not, to what relief are the workmen entitled and from what date?”

Sl. No.	Name of the employee	Cadre	Date of joining the Bank
1	2	3	4
01.	Shri Shyamrao Sonbaji Mahajan	Peon	17-6-1983
02.	Shri Rajendra Maritorao Dahikar	Peon	17-6-1983
03.	Shri Pradeep Baburaoji Pawankar	Peon	17-6-1983
04.	Shri Dadarao Petiram Mulwande	Peon	17-6-1983
05.	Shri Dhanyeshwar Pandurang Lande	Peon	17-6-1983
06.	Shri Satyawar Rajaramji Atkar	Peon	17-6-1983
07.	Shri Shankar R. Wakodeekar	Peon	17-6-1983
08.	Shri Laxman Udaram Bhisikar	Peon	17-6-1983
09.	Shri Ganesh Sukhdeo Nile	Peon	17-6-1983
10.	Shri Madhukar Pandurang Dhudhankar	Peon	17-6-1983
11.	Shri Pradeep Nimbaji Sakhre	Peon	17-6-1983
12.	Shri Vinayak Rambhau Kapse	Peon	17-6-1983
13.	Shri Pramod Vasudeo Sahare	—	1-7-1985
14.	Shri Siddarth Maruti Sahare	—	5-3-1985
15.	Shri Mahesh Mudliyar	—	14-16-1986

The above said dispute has been referred by Reference No. 40 of 1987. The Central Government have also made another reference bearing No. CGIT-2/36 of 1988, by their order No. L-12011/96/86-D.II(A), dated 4-10-1988, thus:—

“Whether the action of the Bank of India, Nagpur is just and lawful in not regularising the services of Shri Ranjit J. Damke, substaff from 11-10-1985, the date this industrial dispute was raised? If not, to what relief the workman concerned is entitled and from what date?”

2. As such, the references have been made in respect of fifteen workmen and one more workman mentioned above. As both these references arise out of the same facts, and

# ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT Bombay

Reference Nos. CGIT-2/40 of 1987 and 36 of 1988

PRESENT:

Shri P. D. Apshankar, Presiding Officer.

PARTIES:

The Employers in relation to the management of Bank of India.

AND

Their workmen.

APPEARANCES:

For the Management: Shri A. B. Oka, Advocate.

For the Workmen: Shri S. P. Dharkadhikari, Advocate.

INDUSTRY: Banking.

STATE: Maharashtra.

Bombay, the 26th August, 1991

## AWARD

The Central Government by their order No. L-12011/96/86-D.II(A), dated 18-8-1987 have referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

as the same points of law are involved in both the references, these two references are being disposed off by the present common Award with the consent of both the parties.

3. The case of the Bank of India Workers' Organisation, as disclosed from the statement of claim (Ex. 3 W) filed by its Joint Secretary in short, is thus:—

There has been a practice in Bank of India of maintaining a panel of budlee, employees who are ordinarily recruited from the Employment Exchange. The Panel of the Budlee Employees were intended to be maintained with a view to meet the emergency situation, such as the unforeseen absence of the regu-



all employees from duty. However, the Bank has been indulging in grave and unfair labour practices by getting the regular and permanent work done by the budlee employees, and depriving them of the status of the permanent employees and getting the consequential benefits arising therefrom. Each of the workmen mentioned in the annexure to the references is entitled to the regularisation of the services with effect from 11-10-1985, if not from an earlier date, for the following reasons. The said employees have worked at different branches of the Bank at Nagpur at least since four years prior to 1985. The work done by the budlee employees is not occasional, casual, or of temporary nature but it is the regular work for which the Bank needs additional hands. As per the Bank's say and admission, about 25 per cent of class IV employees remain absent per day, and as such, there is the need of 25 per cent more employees to meet the exigencies. Therefore, the employees to the extent of 25 per cent on the panel of budlee workers need to be regularised in the services of the Bank in order of their seniority. Even otherwise, the number of the workmen permanently and regularly appointed in the Vidarbha Zone and in the city of Nagpur is much below the required strength of class IV employees, taking into consideration the business of the Bank. As per Bank. As per the Bank's admission, a person who has been appointed as a budlee employee should, as far as possible, be absorbed in the regular services of the Bank within one year. Further, as per the Bank's circular, every budlee employee who has worked for 240 days or more during a consecutive period of 12 months, is to be absorbed in the Bank's service. However, the said practice and the rules are not followed by the Bank. As each of the workmen covered by the two references has completed more than 240 days of budlee work during the continuous period of 12 months, each of them is entitled to the benefits of the provisions of section 25(F) of the Industrial Disputes Act. After the completion of the work of 240 days during the period of 12 months, none of the workmen can be disallowed to work on any day without complying with the provisions of section 25(F) of the said Act. After completion of work for 240 days during a continuous period of 12 months, the workmen is entitled to a declaration that he continues to be in service without any break. The say of the Bank that the services of the budlee employees would be regularised only after they accept the appointment as part-time permanent employees, is not just, proper, and legal. In that case, a permanent part-time employee would get much less salary than what he was getting as a budlee employee. However, the Bank appoints many budlee employees on part-time basis, even though they are required to work for full time. Further, the seniority of the budlee employees is managed and manipulated by the Bank in order to deprive a particular set of workmen of the benefit of seniority. The Union therefore prayed that the Bank Management be directed to regularise the services of the sixteen workmen in question with effect from 11-10-1985, and that they be paid the necessary monetary benefits of the period commencing therefrom.

4. The Zonal Manager of the Bank by his written statement (Ex. 2-M) in substance contended thus :—

The Bank has a practice of having the panel of budlee sepoys for making the relief arrangements by appointing them in the leave vacancies and/or for temporary increase in the work, in the sub-staff cadre. It is the experience of the Bank that out of the total number of regular sepoys, about 25 per cent are on leave for one reason or the other per day, and hence, to maintain uninterrupted service to the public, the Bank is required to appoint the budlee sepoys to work against the leave vacancies and/or against the temporary increase in work. The names of candidates who are to be appointed as budlee sepoys are called from the Employment Exchange Office. Thereafter, a panel of budlee sepoys is maintained to work against the leave vacancies

of the regular sepoys. In the letter to the Employment Exchange the Bank makes it clear that :—

- (i) The services of these daily wages sepoys are required as and when the regular sepoys in the branches proceed on leave or remain absent.
- (ii) Their services are engaged on day to day basis only.
- (iii) If in future the vacancy of permanent sepoy occurs at the branches, then the candidates from the daily wages list will be considered for permanent absorption as per the Bank's procedure.
- (iv) It takes about 4 to 5 years for a candidate to be absorbed in the Bank.

The budlee sepoys, i.e. the employees in question would definitely be considered for absorption along with other budlee sepoys. Whenever a vacancy in the full time appointment arises, then the seniormost part time sepoy is allotted that post, and likewise, the chain continues. The concluding chain is filed up from the budlee sepoys as per the seniority.

5. The Zonal Manager filed his additional written statement and contended thus :—(Ex. 2-A)

As the Bank is ready to consider the absorption of the budlee sepoys against permanent vacancies, no industrial dispute exists. Permanent vacancies are created by the death, or dismissal or retirement of an employee as well as by the expansion of the Bank, i.e. by opening the new branches of the Bank.

6. The Deputy Zonal Manager further filed a rejoinder (Ex. 4-M) to the statement of claim filed by the workmen, and contended thus :—

It is not true that the Bank is indulging in grave and unfair labour practices by getting the permanent and regular work done by the budlee workmen but deprive them of the status of the permanent employees. The workmen in question are not entitled to the regularisation of their services with effect from 11-10-1985, as claimed by them. It is not true that the budlee sepoys are given the technical and artificial breaks with an intention to deprive them of the benefits of permanent employment. It is not true that the non regularisation of the services on completion of work for 240 days in a block of 12 consecutive months contravenes the provisions of section 25(F) of the Industrial Disputes Act. The provisions of the section 25(F) do not apply to the present case, as the budlee employees in question are being engaged against the leave vacancies. The seniority of the budlee employees is strictly counted by the total number of days they have worked as budlee sepoys, and not from the date of their initial appointment in the services. Giving seniority from the date of joining the service causes a lot of administrative problems, and hence, in fairness the Bank has adopted the policy and the practice of determining the seniority on the basis of the number of days the budlee sepoys had worked. Hence, the budlee sepoys in question cannot claim the regularisation of their services with effect from 11-10-1985.

7. The Issues framed at Ex. 5 are :—

- (1) Whether the 16 workmen in question have completed 240 days budlee work in one block of 12 consecutive months?
- (2) Whether by not absorbing these budlee workmen in the regular service, the Bank has committed a breach of the provisions contained in section 25(F) of the Industrial Disputes Act?
- (3) Whether the policy of the Bank in appointing the budlee worker first as a part-time permanent employee is unjust and unfair?
- (4) Whether the industrial dispute exists between the parties when the Bank is ready to absorb the budlee worker in the permanent vacancy, as and when it arises?

(5) Whether the action of the Bank of India, Nagpur is just and lawful in not regularising the services of the 16 workmen in question as sub-staff in their employment from 11-10-1985, the date this industrial dispute was raised?

(6) If not, to what relief are the workmen entitled and from which date?

(7) What Award?

8. My findings on the said Issues are:—

(1) Yes.

(2) Does not survive.

(3) No finding recorded.

(4) Yes.

(5) Yes.

(6) As per Award below.

(7) As per Award below.

#### REASONS

9. Four witnesses were examined on behalf of the Union, namely, Shri U. V. Joshi, the General Secretary of the Union, Shri S. S. Mahajan, one of the employees in question, Shri D. P. Muiwande, one of the workmen in question, and Shri S. D. Tambe, the General Secretary of the Union. They filed their respective affidavits in support of the case of the Union, and they were cross-examined on behalf of the Bank management. Shri A. D. Mesharam, the Branch Manager of the Bank at Nagpur, filed his affidavit (Ex. 17-M) in support of the case of the Bank Management, and he was cross-examined on behalf of the Union. He also filed an additional affidavit (Ex. 18-M) and he was cross-examined in respect of that affidavit also. The abovesaid Branch Manager stated in his cross-examination that in Nagpur City the Bank has absorbed the budlee sepoys who have completed 240 days of continuous service during the period of 12 months, on 15-7-1989, and that all workmen covered by the present two references have been absorbed by the Bank on 15-7-1989. He denied any knowledge if the 16 vacancies were available on 11-10-1985, the date mentioned in the reference. Therefore, as the 16 workmen in question have already been absorbed in the regular services from 15-7-1989, the only question now remains is whether they are entitled to the regularisation of their services with effect from 11-10-1985, as claimed by them.

10. The documentary evidence on record is thus:—

(a) Ex. 25 is a copy of the letter dated 29-3-1985 by the General Manager of the Bank of India to the Zonal and Regional Managers of the Bank. By this letter the General Manager directed the Managers that;

“The recruiting authority should estimate the requirement of budlee subordinate staff in such a way that the empanelled budlee subordinate staff could be absorbed in the Bank's service in a year's time.”

Thus, as per this letter, the budlee sepoys are to be absorbed in the Bank's services within a period of one year.

(b) Ex. 28 is a copy of the letter dated 21-11-1983 by the Zonal Manager to the Managers of the Bank. By this letter the Zonal Manager informed the managers of the different branches of the Bank that the matter relating to the absorption of budlee sub-staff was examined by the Head Office, wherein they have laid down the following procedure for their absorption, i.e.

“Those budlee substaff, who had worked for 240 or more budlee days in any block of consecutive 12 months and who continue to be engaged by the Bank as budlee substaff even at present, are to be absorbed as substaff in the Bank's service, whether or not they were sponsored by Employment Exchange.”

(c) Ex. 29 is a copy of the telex message dated 19-2-86, from the Authority above the Zonal Managers that,

“it has been reported to us that the Zones have been employing the budlee substaff sepoys on permanent vacancies for years together. Hence, please ensure that no budlee sepoys are employed on permanent vacancies except leave vacancies, and make necessary arrangements to fill-up the permanent vacancies by regular appointments.”

(d) Ex. 30 is a copy of the letter dated 16-6-1987 by the Chief Manager of the Bank to the Managers of the Bank. By this letter the Chief Manager conveyed the directions of the Zonal Office to the managers, and they were thus:—

“It may please be noted that engaging persons not sponsored by Employment Exchange and other than on approved panel, is not in order in view of the various problems arising at the time of their absorption in a permanent vacancy. Further, it will affect the legitimate right of staff on budlee panel. Please, therefore, discontinue engaging such persons immediately and also advise the branches not to engage such candidates.”

(e) Ex. 20 is a copy of the minutes of the meeting held on 10-2-1988 between the representatives of the Federation of Bank of India Staff Unions and representatives of the management of Bank of India. I find that this is a very important document, and it decides the issue in question. The matter regarding the employment of budlee sepoys at various zones was discussed with the representatives of the Federation of the Bank of India Staff Union, and the Management, and the following understanding was reached between them, i.e.

“the procedure for the filling up of the existing 258 centre/region/zonewise unfilled vacancies by absorbing budlee sepoys preferably from the centrewise approved panels of the 537 budlee sepoys who had completed more than 240 days as on 1-2-1988 in a block of 12 months will be completed by 30-6-1988.”

11. According to the Bank management, the 16 workmen in question have already been absorbed in the regular posts on 15-7-1989. However, in view of the said understanding between the Federation of the Unions and the Management dated 10-2-1988, the Bank should have absorbed the 16 budlee sepoys in question with effect from 30-6-1988, and not from 16-7-1989. So also, in view of the understanding between the Federation of the Unions and the Bank management, the budlee sepoys in question are not entitled to claim their absorption in service and the regularisation of their services with effect from 11-10-1985 as claimed by them, or any other date earlier to 10-2-1988, i.e. the date of the said understanding. In case no such understanding would have been reached between the parties, the said budlee sepoys would have been justified in claiming the regularisation of their services from the date they had completed 240 days of their service. However, in view of the said understanding, the services of the said budlee sepoys must be regularised with effect from 30-6-1988, and they are entitled to claim the arrears of their wages and allowances etc., and the amounts of other service benefits, if any, from that date.

12. It is an admitted fact that the budlee sepoys in question had completed 240 days of work in a block of 12 consecutive months, before they were absorbed in the regular services. Issue No. 1 is, therefore, found in the affirmative. According to the Union, by not absorbing those budlee workmen in the regular services, the Bank has committed a breach of the provisions contained in section 25(F) of the Industrial Disputes Act. However, I find that those budlee workmen have not been retrenched from services, but they were continued in service. As such, Issue No. 2 does not survive. According to the Union, the policy of the Bank in appointing the budlee workmen first as a part time permanent employee, is unjust and unfair. However, in view of the fact that the budlee sepoys in question have been absorbed in the regular services, no finding on the issue No. 3 is necessary, and no finding is recorded on that issue. According to the Bank management, no industrial dispute existed between the parties as the Bank management was ready to absorb the budlee workers in the permanent vacancy, as and when the vacancy arises. However, the dispute is as regards the date from which they should be absorbed in the regular services. As



such, the industrial dispute existed between the parties. Issue No. 4 is therefore found in the affirmative.

13. In the result, the following Award is passed.

#### AWARD

14. The action of Bank of India, Nagpur, is just, and lawful in not regularising the services of the 16 workmen in question as sub-staff in their employment from 11-10-1985 the date this industrial dispute was raised.

15. However, the Bank management is directed to regularise the services of the 16 workmen in question involved in the two references with effect from 30-6-1988, and to pay them the difference of the amounts of the wages and allowances etc., and also the amounts of the other service benefits, if any, with effect from 30-6-1988.

16. The amounts to be paid within three months.

17. The parties to bear their own costs of these references.

P. D. APSHANKAR, Presiding Officer

[No. L-12011/96/86-D.II(A)]

का.आ. 2413:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक आफ इण्डिया के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-91 को प्राप्त हुआ था।

New Delhi, the 6th September, 1991

S.O. 2413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the New Bank of India and their workmen, which was received by the Central Government on the 30-8-91.

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 14/88

In the matter of dispute between :

Shri Harish Chand, through Assistant General Secretary, U.P. Bank Employees' Congress, 2/363, Namnair, Agra.

Versus

Regional Manager, New Bank of India, 94 M.G. Marg, Lucknow.

#### APPEARANCES :

None—for the workman.

Shri Jagat Arora—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/31/87-D. IV(A) dated 3rd February, 1988 has referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the management of New Bank of India, in not giving promotion to Shri Harish Chand as Special Assistant with effect from 1-8-85

is justified? If not, to what relief is the workman entitled?"

2. It was alleged in the statement of claim that the management of the New Bank of India promoted 22 seniormost employees as Special Assistant w.e.f. 30-6-85. Two of these promoted employees namely Smt. Birendra Chaudhry and Miss Tripti Sayal refused their promotion. The next two seniormost employees were thus eligible for promotion. The management promoted the next seniormost Shri H. S. Suman and did not promote Shri Harish Chand (workman) and kept the vacancy at Etah unfilled. Shri Harish Chand was thus deprived of promotional opportunity due to mala fide reasons with a view to harass and victimise him. This act of the management was illegal.

3. The management in its written statement alleged that the Regional Office of the management gave offer to 22 non-subordinate staff for redesignation as Special Assistant though there were 21 vacancies only. Two of them refused and only 20 actually designated. The next Seniormost eligible Shri Suman was redesignated as Special Assistant. The turn of the workman Harish Chand did not come at all and there was no vacancy kept unfilled. The action of the management was fully justified.

4. The evidence was called and the management filed affidavit of K. Jayachandran, Personnel Officer of the Regional Office, Lucknow but the workman did not appear to cross-examine the management witness who was present. The workman did not appear on 8-4-91, 8-5-91, 15-5-91, 23-5-91 and 29-5-91 and even though a notice was sent to him to appear.

5. I have heard representative for the Management and have gone through the record.

6. There seems to be nothing on record to suggest that anything illegal was done in this matter by the management to deprive the workman of his right or claim. Since the workman or his representative have not come nor led any evidence so the factual position as explained by the representative for the management that against 21 vacancies equal number was redesignated. No person junior to the workman has been redesignated ignoring his claim. In view of this situation I am of the opinion that the action of the management was fully justified and the workman was not entitled to any relief. Parties are, however, left to bear their own costs.

GANPATI SHARMA, Presiding Officer

[No. L-12012/31/87-D.IV(A)]

का.आ. 2414:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाईफ इश्योरेंस कॉर्पोरेशन के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-91 को प्राप्त हुआ था।

S.O. 2414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Life Insurance Corporation and their workmen, which was received by the Central Government on the 5-9-91.

## ANNEXURE

New Delhi, dated the 30th August 1991

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA

Reference No. 49 of 1986

## PARTIES :

Employer in relation to the management of Life Insurance Corporation of India

AND

Their workmen.

## PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

## APPEARANCE :

On behalf of Management—Miss S. Dutta Chowdhury,  
Advocate with Mr. H. Shil, Law Officer.

On behalf of workmen—None.

STATE : West Bengal.

INDUSTRY : Insurance.

## AWARD

After reference of the dispute to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. L-17012/51/85-D.IV(A) dated 26-6-1986, pleadings were completed and some evidence was recorded.

2. The employee concerned was not present today, even though on 15th July, 1991 the order fixing today's hearing was passed on his presence.

3. The representative of the management submitted that the concerned employee made an application on 22nd September, 1990, for resigning from the services of the Life Insurance Corporation of India, because of his protracted illness. The representative of the management has not only produced the letter as mentioned above but he also produced other records showing acceptance of the resignation and acceptance of the Provident Fund and other dues by the employee concerned without any protest or any exceptions taken in respect of the pending reference.

4. The letter of resignation dated 22nd September, 1990 and the acceptance of the same which was dated 27th November, 1990 be kept in the record. The management will be entitled to file xerox copies of those two documents.

5. Above being the position, I record that no dispute is pending concerning the employee concerned and as such, the reference is disposed of accordingly, subject to further or any such action, if taken by the employee concerned.

Dated, Calcutta,  
The 21st August, 1991.

MANASH NATH ROY, Presiding Officer  
[No. L-17012/51/85-D.IV(A)]

नई दिल्ली, 30 अगस्त, 1991

का.आ. 2415:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक आफ कामर्स के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-8-91 को प्राप्त हुआ था।

S.O. 2415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial dispute between the employers in relation to the A ORIENTAL BANK OF COMMERCE and their workmen, which was received by the Central Government on 29-8-91.

## ANNEXURE

BEFORE SHRI GANPATI SHARMA: PRESIDING OFFICER: CENTRAL GOVT. INDUSTRIAL TRIBUNAL: NEW DELHI

I.D. No. 106/87

In the matter of dispute between:  
Km. Sangita Jain, c/o Shri V. N. Sekhri,  
President, U.P. Bank Employees Federation,  
24/104, Birhana Road, Kanpur.

Versus

The Chief Manager (Personnel), Oriental Bank of Commerce, H.O. Harsh Bhawan E-Block, Connaught Place, New Delhi.

## APPEARANCES :

Shri R. K. Bansal for the workman.

Shri Jagat Arora for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/107/86-D.IV(A) dated 26-11-87 has referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of Oriental Bank of Commerce, Head Office, New Delhi in terminating the services of Km. Sangita Jain, Clerk w.e.f. 8-5-84 and not considering her for further employment while recruiting fresh hands under section 25H of the Industrial Disputes Act is justified? If not, to what relief the workman is entitled?"

2. The brief facts of this case as stated in the statement of claim are that the workman was appointed as a clerk in the bank head office New Delhi on 10-2-84 and was allowed to work for 89 days upto 8-5-85. Her services were terminated w.e.f. 9-5-84 without any reason or justification. She performed the clerical duties of permanent nature but was designated as a temporary hand. There was no justification of any retrenchment or termination of services of the petitioner by the above bank and her junior persons were allowed to continue which action of the Management was illegal, unjustified and against the rules of natural justice. It was clear violation of the mandatory provisions of section 25-G and H of the I.D. Act and the workman was entitled to reinstatement with full back wages.

3. The Management in its reply to the statement of claim admitted appointment of the workman and alleged that according to provisions of the Bipartite settlement the bank was free to engage temporary employees. It was, however, wrong that the workman was engaged for doing regular/permanent work. She was appointed for 89 days in leave arrangement or due to temporary increase in work. The regular employment in the bank is made through the banking service recruitment board as per the government guidelines and could not be regularised against any post unless she was selected by the said board. Her temporary employment came to an end by afflux of time and her case was not covered under the definition of retrenchment.

4. The Management examined Shri T. R. Arora MW1 and the workman herself appeared as WW-1 in support of

her case. I have heard representative for the parties and have gone through the record. The workman's representative has urged that the workman had worked for 89 days and her services could not be terminated when juniors to her were already in the employment. Termination of her services amounted to retrenchment and no retrenchment compensation was ever given to the workman by the Management. He has also referred to 1991 LLJ 194, 1989 LLR 36 in support of his case.

5. Representative for the management on the other hand has urged that the workman was employed for a fixed period of 89 days and with the afflux of time her services stood terminated automatically and there was no question of her being allowed to continue thereafter because the management was free to appoint temporary hands even according to the Bipartite Settlement. The procedure of recruitment to banking services was settled by the Government of India and a board for recruitment was constituted and the persons selected by the said board were to be appointed on regular basis. Against the notified vacancies. The workman in this case has completed only 89 days and has not even completed 240 days so as to be covered under the provisions of Sec. 25(3)(a)(ii). Even section 25F was not applicable because workman had not completed one year of employment. There was no violation of any award or bipartite settlement and the workman had not acquired any right to continue in employment and the termination was, therefore, fully justified.

6. A perusal of the arguments entrusted by the representative for the parties leads me to the definite conclusion that no right was vested in the workman to continue in employment after stipulated period of 89 days. It is not disputed that she had worked only for 89 days and no provision of law has been shown to me by the representative for the workman that after having worked for 89 days it was incumbent on the management to allow the workman to continue in the employment. The employment which was against a leave vacancy or on temporary basis did not vest the workman with any right to continue for a indefinite or regular employment. The workman in order to come under the provisions of section 25-B(A)(ii) of the I.D. Act has to show having worked for 240 days continuously in a calendar year which was not the case of the workman in the present reference. Persons employed for a period of less than 90 days were not entitled to any relief under the Industrial disputes Act and in this regard 1991 (1) LIN 247, Kerala and AIR 1968 Calcutta 69, 1981 (1) SLR 831 Gujarat clearly show that the workman less than 90 days of employment were not entitled to any relief and the provisions of the Sastry Award were in no way mandatory. The workman in order to be eligible for any relief from the court should come and prove her having worked for 240 days continuously in a calendar year and only then the provisions of the section 25B could be attracted. I, therefore, am of the view that there is no case for the workman and the termination of the services was fully justified and the workman was not entitled to any relief. She could however, complete for the selection afresh as and when the Recruitment Board calls for such recruitment if she fulfills the requirements.

7. Parties are, however, left to bear their own costs of this dispute.

15th April, 1991.

GANPATI SHARMA, Presiding Officer

[No. L-12012/107/86-D.IV(A)]

नई दिल्ली, दिनांक 30-8-91

का.आ. 2416:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-8-91 को प्राप्त हुआ था।

में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-8-91 को प्राप्त हुआ था।

S.O. 2416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on 29th June, 1991.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No 8 of 1989

#### PARTIES :

Employer in relation to the management of Bank of Baroda

#### AND

Their workmen.

#### PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

#### APPEARANCES :

On behalf of management—Mr. D. P. Bose, Personnel Officer.

On behalf of workmen—Mr. Rajen Nagar, General Secretary with Mr. A. Chatterjee, Joint Secretary of the union.

STATE : West Bengal.

INDUSTRY : Banking.

#### AWARD

Over the action of the management against the order of transfer of some clerks as mentioned in the order of reference, the present dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. L-12011/104/88-D.II(A) dated 23rd March, 1989.

2. After completion of the pleadings on 13th August, 1991 a joint application was filed by the parties wherefrom it appears that after some discussion the workmen were no longer interested in pressing their case and as such they have asked for a No Dispute Award. On consideration of the application I order accordingly.

Dated, Calcutta,

The 21st August, 1991.

MANASH NATH ROY, Presiding Officer

V. K. VENUGOPALAN, Desk Officer.

[No. L-12011/104/88-D. II(A)]

का. आ. 2417:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-8-91 को प्राप्त हुआ था।

New Delhi, the 30th August, 1991

S.O. 2417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on 29th August, 1991.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 14 of 1989

#### PARTIES :

Employer in relation to the management of Bank of Baroda,

#### AND

Their workmen.

#### PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

#### APPEARANCES :

On behalf of management —Mr. D. P. Bose, Personnel Officer.

On behalf of workmen—Mr. Rajen Nagar, General Secretary with Mr. A. Chatterjee, Joint Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Banking.

#### AWARD

Over the action of the management against the order of transfer of some clerks as mentioned in the order of reference, the present dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. L-12011/105/88-D.II(A) dated 2nd May, 1989.

2. After completion of the pleadings on 13th August, 1991 a joint application was filed by the parties wherefrom it appears that after some discussion the workmen were no longer interested in pressing their case and as such they have asked for a No Dispute Award. On consideration of the application I order accordingly.

MANASH NATH ROY, Presiding Officer

V. K. VENUGOPALAN, Desk Officer.

[No. L-12011/105/88-D. II(A)]

Dated, Calcutta,

The 21st August, 1991.

नई दिल्ली, 4 सितम्बर, 1991

का. आ. 2418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गवर्नमेंट ओपियम एल्कालॉइड वर्कस गाजीपुर के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-91 को प्राप्त हुआ था।

New Delhi, the 4th September, 1991

S.O. 2418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to

the management of Government Opium and Alkaloid Works, Ghazipur and their workmen, which was received by the Central Government on 30-8-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU  
NAGAR, KANPUR

Industrial Dispute No. 74 of 1988

In the matter of dispute

#### BETWEEN

Shri Kanhaiya Singh Yadav S/o Shri Sukhram Singh  
Yadav R/o Vill. Atrauli, P.O. Maharajganj Distt.  
Ghazipur.

#### AND

The Manager Government Opium and Alkaloid Works  
Ghazipur.

#### AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-42012/39/87-D.II (B) dated 29-4-88, has referred the following dispute for adjudication :—

Whether the action of the management of Government Opium and Alkaloid Works, Ghazipur, in terminating Shri Kanhaiya Singh Yadav Seasonal worker from service with effect from 17-2-86 is justified? If not, to what relief the workman concerned is entitled and from what date?

2. The admitted facts are that the workman had been a casual labour in the Government Opium and Alkaloid Factory (hereinafter referred to as Opium Factory) Ghazipur, since 1974 and his name appeared at serial No. 149 in the seniority list of casual labour dated 26-4-82. There is a Union by the name of Afeem Karkhana Shramik Sangh (hereinafter referred to as Union) and of the said Union the workman is the Secretary. By means of letter dated 12-4-85, the management charged the workman for having made speeches at about 4.30 p.m. on 11-4-85 causing discontentment against the management. The chargesheet was denied by the workman by means of his letter dated 15-4-85. The management ordered that from 15-4-85, till the conclusion of the inquiry, the workman would not be given work. By means of letter dated 15-4-85, Shri Surendra Nath Khare Inspector, was appointed inquiry officer. During the pendency of inquiry, the request made by the workman that he should be allowed to be represented through one Shri K. N. Rai was refused by the E.O. After the conclusion of inquiry, on the report of the inquiry officer, the management terminated the services of the workman vide order dated 17-2-86. It is further admitted to the parties that vide order dated 22-3-88, the services of the some of the casual labour who were junior to the workmen were regularised.

3. The workman's case is that in April 1985, the Union which he was the Secretary put up a charter of demands with the management but the management did not accept the charter of demands. The Union started a peaceful agitation in support of their demands held Gate Meetings and resorted to relay fast. Some of the other Unions of the Opium Factory were opposed to the agitation launched by the workman's Union. However, on the intervention of the District Magistrate Ghazipur, a settlement was arrived at between the Union and the management on 30-5-85 and as a result of the settlement, the strike by workers of the Union was called off.

4. The workman has assailed the order of his removal from services on a number of grounds. According to him the chargesheet was vague, the E.O. was biased against him; principles of natural justice were not followed by the E.O. during the conduct of the inquiry; he was wrongly refused to avail the services of Shri K. N. Rai, an employee of the Opium Factory; witnesses were examined by the management in his absence and he was not allowed to cross examine them and that no show cause notice regarding the

proposed punishment was ever issued to him. The workman has, therefore, prayed that management's order dated 17-2-86 be set aside and he be reinstated in service with full back wages.

5. In defence the management plead that the strike was illegal. The management deny that there was any settlement between the management and the Union on 30-5-85. The management also deny the fact that the charge against the workman was vague. The management further deny the fact that the E.O. was biased against the workman or the inquiry was not conducted by the E.O. in accordance with the principle of natural justice. According to the management Shri K. N. Rai, being an outsider was not allowed to represent the workman during the inquiry. The other pleas raised by the workman assailing the order of his removal from service have also been denied by the management.

6. In support of its case, the workman has examined himself and in support of their case, the management have examined Shri Jagdish Singh Yadava, Manager Sales, and have relied upon documents of inquiry filed on 30-3-90.

7. In this case, on 5-4-91, after the close of the management evidence, 19-4-91 was fixed for arguments. On 19-4-91, the date for argument was adjourned to 30-5-91 as P.O. was on leave. On 3-5-91, the workman appeared in person but none appeared for the management. Therefore, the case was reserved for going of award. However, on 20-5-91 on office report that a telegram for adjournment from the management had been received on 6-5-91, the case was adjourned to 7-6-91 for arguments. On 29-5-91, Shri Bhupendra Singh, the authorised representative for the workman, appeared and orally prayed that his arguments be heard as it would not be possible for him to attend the court on 7-6-91. On that his arguments were heard and the case was ordered to come up on 7-6-91 for hearing arguments of the management side. On 7-6-91, none appeared from the side of the management whereupon the case was reserved for giving award. On 12-5-91 the office gave another report that a telegram from the management for adjournment had been received on 10-6-91. The request was, however, disallowed by the Tribunal.

8. The copy of settlement to which the workman has referred has not been filed by the workman. All that has been alleged by the workman is that as a result of the settlement the strike was called off. It could not, therefore, be said as to what advantage the workman intended to have from the said settlement.

9. I, therefore, come straight to the inquiry against the workman into the charge that on 11-4-85 at 4.30 p.m. the workman made speeches causing discontentment amongst the workers of the opium factory. Shri Singh, A.R. for the workman submits that there is no dispute about the fact that the workman was a casual labour at the time of termination of his services. According to him the Opium Factory has its Certified Standing Orders. English Version of it has been produced by the management before the Tribunal. Vide clause 1(a) even a casual labour is a workman. I agree with it.

10. He further submits that clause 13 refers to different acts of omission or commission constituting misconduct and clause 14 refers to the nature of penalties and punishments which could be imposed upon a workman for misconduct and it also lays down the procedure where major penalties like reduction in rank, compulsory retirement, removal from service and dismissal from service are provided. In case of major penalties a regular inquiry in terms of the procedure laid down in clause 14-B has to be followed. The procedure provides that against the delinquent workman charges shall be framed and such a workman would be called upon to file written statement of his defence. On receipt of the written statement parties will be allowed to lead evidence oral and documentary and the workman will be given a reasonable opportunity to cross examine the witness produced on behalf of the workman. According to Shri Singh, the above procedure was not followed in the inquiry against the present workman as will be evident from the documents of inquiry filed by the management on 30-3-90 and proved by the management witness. Paper No. 29 is the memo dated 12-4-85 which was given by the management to the workman. It is not a chargesheet. It is some thing which has been referred to by the workman in para 8 of his claim statement and admitted by the management in the written statement.

2366 GI/91—9.

The management witness has admitted that apart from this document no chargesheet was given to the workman. He has also admitted that the E.O. did not maintain any note sheet giving reference of the proceedings which had taken place on a particular day, the presence of parties on that date etc. He has further stated that there is no mention of the facts in the documents filed by the management that the workman or his authorised representative had cross-examined the witnesses produced by the management at the inquiry. There is also no mention of the fact that an opportunity for cross examination of such witnesses was given to the workman or his auth. representative and they did not avail of the said opportunity. Then he has admitted that before passing of final order the disciplinary authority did not issue to the workman a show cause notice about the proposed punishment.

11. From the above evidence he wants the court to draw the conclusion that the inquiry was not conducted fairly and properly and as such the order terminating the services of the workman be held as void.

12. No doubt I had not the advantage of hearing the arguments of the management's side. But all the same I had opportunity of going through the Certified Standing Orders. It will be relevant to refer to clause 12 of the Certified Standing Orders which is on the point of termination of employment. According to this clause the services of a permanent temporary or seasonal workman can be terminated on one month's notice in writing or on payment of one month's pay in lieu thereof. With regard to casual workman it lays down that his services can be terminated without any such notice or without payment of any pay. Another important thing to which it refers is that the services of a permanent, temporary and seasonal workman cannot be terminated by way of punishment unless he has been given an opportunity of explaining the charges of misconduct alleged against him in the manner prescribed in clause 14. But nothing of this sort appears with regard to casual workman.

It, therefore, follows that in the case of a casual workman the management is not obliged to follow the procedure of a regular domestic inquiry as laid down in clause 14 of the Certified Standing Orders. The principle of natural justice in his case would be met if the management simply calls upon him to give his explanation in respect of the charge. If after considering his explanation, in the light of other material the management comes to the conclusion that it will not be proper to keep such a man in service, the management would be at liberty to terminate his services. In that even even section 15-G will have no application.

In the present case a memo was issued to the workman on 12-4-85. This was replied by the workman. The E.O. collected the material and after considering the explanation of the workman found the allegation made against the workman in the memo as correct. On the basis of the said report the management passed order dated 17-2-86 terminating the service of the workman. Documents Nos. 1 and 2 of the management's list of document dated 30-3-90 are the copies of order dated 17-2-86 and report dated 8-2-86 of the E.O.

Hence, I find nothing illegal in the action taken by the management. Accordingly, the action of the management in terminating the services of the workman w.e.f. 17-2-86 is held legal and justified. Workman is entitled to no relief.

Reference is answered accordingly.

Dated : 30-7-1991

ARJAN DEV, Presiding Officer  
[No. L-42012/39/87-D II (B) (Pt.)]

का. आ. 2419 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार उत्तर रेलवे, लखनऊ के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-91 को प्राप्त हुआ था।

S.O. 2419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 30-8-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 25 of 1989

#### BETWEEN

The Zonal Working President Uttar Railway Karamchari Union 96/196 Roshan Bajaj Lane Ganeshganj Lucknow.

#### AND

The Assistant Bridge Engineer Northern Railway Charbagh, Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-41011/5/87-D.II (B) dated 17-1-1989, has referred the following dispute for adjudication to this Tribunal :—

Whether the present seniority position in respect of S/Shri Paras Nath Pandey, Vijai Kumar Mishra, Vijai Shankar Mishra, Ram Karana, Madho Ram and Rama Shankar Sharma in the list circulated on 31-3-84 on 31-3-84 by the Assistant Bridge Engineer Line Northern Railway, Lucknow is correct? If not, to what relief the workmen concerned are entitled to?

2. The industrial dispute on behalf of the workmen has been raised by the Zonal Working President Uttar Railway Karamchari Union (hereinafter referred to as Union) Lucknow. The case of the Union in short is that six workmen had worked for periods shown in the Annexure I as Khalasi at Varanasi. Subsequently they were brought under the Assistant Engineer Bridge Workshop Northern Railway Lucknow. However, while giving the working days of the period for which they had rendered services at Varanasi was not taken into consideration. The result was that they were held junior to S/Shri Shiv Kumar, Bhanu Pratap Singh, Sajjan Pal Singh etc. During the period 1978, and 1984 three seniority lists were published. They filed objection but in vain. The Union, therefore, has prayed that their seniorities may be reviewed and recasts giving them benefit of the period for which they had worked at Varanasi.

3. In defence it is pleaded by the management that all the six of them had worked as casual labour for periods shown in the statement annexure I to the claim statement at Varanasi. According to the management vide Rly Board's letter No. E(NG) 11-76-CL/167 dated 23-7-76, seniority list of casual labour prepared on the basis of number of days of service under such subordinate taken as seniority unit apply for the purposes of retrenchment and not for screening of such casual labour for regular absorption in clause IV vacancies. As such the period of their working at Varanasi cannot be considered for the purposes of seniority. The seniority list circulated between 1978 and 1984 is correct, and there is no justification for reviewing the same.

4. In support of its case the Union has filed the affidavits of two workmen but of six, namely, Shri Vijai Shankar Mishra and Paras Nath Pandey but out of these two the Union has examined only Shri Paras Nath Pandey. On the other hand, in support of their case, the management filed the affidavit of Shri I. L. Jaiswar Asstt. Bridge Inspector N.R. Lucknow, but they have failed to produce him in the witness box for the purposes of cross examination.

5. On a careful consideration of evidence I find that the reference order has become infructuous. Shri Paras Nath Pandey in his cross examination has admitted that all the six of them were initially appointed as casual labours. He

has further deposed that about 1½ years ago all of them were called for screening test and they had passed the said test.

6. During the course of arguments of the authorised representatives for the parties what I could make out was that the seniority to which the Union has referred was for the purposes of considering the eligibility of casual labour for the purposes of screening test. Since, as has been admitted by Shri Paras Nath Pandey screening had been done and all the six of them had come out successful, the purpose for which the relief is being claimed has lost its significance. Now after their selection in the screening test if they or any of them feel that they have not been allotted correct seniority, they may again raise an industrial dispute u/s 10(1) of the I. D. Act. Held that the reference has become infructuous and it is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-41011/5/87-D.II (B) (Pt.)]

का. घा. 2420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे लखनऊ के प्रबन्धतंत्र के संबद्ध निषेधकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार के 30-8-91 को प्राप्त हुआ था।

S.O. 2420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Works Manager Loco Workshop, N. Railway Lucknow and their workmen, which was received by the Central Government on 30-8-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 171 of 1989

In the matter of dispute,

#### BETWEEN

The Divisional Secretary,  
Uttar Railway Karamchari Union,  
39-II-J Multistoreyed Building,  
Charbagh, Lucknow.

#### AND

The Chief Works Manager,  
Loco Workshop  
Northern Railway Charbagh,  
Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-41012/53/88-D.II (B) dated 21-7-89, has referred the following dispute for adjudication to this Tribunal :—

Whether the Chief Works Manager, Loco Workshop Northern Railway Lucknow was justified in terminating the services of Shri Mohd. Muhib Khalasi w.e.f. 19-1-1982? If not, what relief the workman was entitled to?

2. The industrial dispute on behalf of the workman has been raised by Divisional Secretary, Uttar Railway Karamchari Union (hereinafter referred to as Union). The case of the Union is that the workman was appointed as Khalasi on 26-6-81, and on completion of 120 days continuous service he was screened. After screening he was empanelled at Serial No. 78 vide letter No. 105/Substitute/Khalasi dated 21-12-81. The Union alleges that the services of the workman were terminated by the management w.e.f. 19-1-1982

in violation of the provisions of Rule 149 of Railway Establishment Code Vol. I and in breach of the provisions of section 25-G I.D. Act. Persons empanelled at Serial Nos. 79 to 93 were retained in service. The Union has, therefore, prayed for reinstatement of the workmen with full back wages and all consequential benefits.

3. The management plead that the workman who was a casual labour on daily rated basis was empanelled at Serial No. 78 vide letter dated 21-12-81 referred to in the claim statement. The management admit that the services of the workman were terminated w.e.f. 19-1-1982. According to the management it was so done as his father Shri Mohd. Jalil, Ex. Chageman, in response to notice No. 105/E/Sub Khalasi dated 30-1-81 for the post of khalasi had given a false declaration that he had no other son in employment in the railway which was one of the essential conditions of the said notice for consideration of recruitment of casual labour. However, subsequently it was revealed that the father of the workman had given false declaration as his two sons, namely, Mohd. Mushir T. No. LMS-337/450 and Mohd. Mobin T. No. FTY-114/508 had already been working in the Railway Workshops. The appointment of the workman being void ab initio the services of the workman were lawfully terminated by the competent authority. No notice for termination of his services was required.

4. The management further plead that the workman had filed suit No. 29/85 in the court of Munsif Hawan, Lucknow. The said suit was dismissed on 25-9-85. For restoration of the said suit the workman moved an application which later on stood transferred to Central Admn. Tribunal. The same is still pending before the C.A.T. As such the Tribunal has no jurisdiction to try the case and in any case the present proceedings are liable to be stayed. The Principle of Res-judicata has also been raised any the management.

5. In support of its case, the Union has filed the affidavit of the workman alongwith the copy of casual labour card and the list of casual labour who were recruited or absorption by Additional CME (W) on the result declared by the Screening Committee. In defence, the management have led no evidence, oral or documentary. I may state here that the evidence of the Union was closed as back as on 10-10-90. Thereafter, several dates were fixed for the filing of affidavits of the witnesses and documents by the management but these opportunities were not availed of by the management. Therefore, on 19-4-91 the management's evidence was closed.

6. Firstly, it has been contended by Shri B. P. S. Chauhan Advocate, the authorised representative for the management, that in view of the pendency of the earlier suit filed by the workman, for the restoration of which a restoration application moved by the workman is pending, before the C.A.T., Lucknow, the proceedings of the present case are liable to be stayed on the principle enunciated in section 10 of the Code of Civil Procedure. This plea of the management has become infructuous with the filing of the copy of order dated 23-4-91 by the Union on 7-5-91. It appears from the order that the workman through his counsel Shri M. Sultan Advocate, moved an application for withdrawal of his petition. On the basis of the said application, The Central Administrative Tribunal dismissed the petition as withdrawn.

7. The second point raised by the auth. representative for the management is that the workman was given employment in response to notice No. 105/E/Substitute/Khalasi dated 30-1-81, on his father's giving the declaration that he had no other son in employment of this railway workshop. Subsequently it was found that the declaration given by his father was false and that his two sons namely, Mohd. Minshir and Mohd. Mobin were already working in his Railway Workshop.

8. Shri Chauhan has invited my attention to the statements made by the workman in his cross examination, on the point at issue. In para 3 of his statement he has admitted that his two brothers Mohd. Mushir and Mohd. Mobin who were elder to him have been in the service of the railway before his joining the railway service. He has given the name of his father as Mohd. Jalil. He admits that his father was Ex-Chairman in the Railway Workshop and he retired from the railway service in January 1981.

9. After hearing Shri Chauhan and Shri D. P. Awasthi the Union's representative, I am of the view, that the statements of the workman on which Shri Chauhan auth. representative for the management has relied upon are not sufficient to establish the management's case. The management have not filed the copy of notice dated 30-1-81, declaration alleged to have been given by his father Mohd. Jalil and the copy of order by means of which the services of the workman were terminated.

10. Shri Chauhan has submitted that since in the rejoinder and the affidavit of the workman, the above facts pleaded by the management in para 2 of the written statement have not been specifically controverted they should be treated as admitted. There is no doubt about it but still the management cannot be absolved of their duty to produce these documents. The question is why the primary evidence has not been produced and is being withheld. It is not the case of the management that the documents have been lost. Even in that event the management could have shown as to why the services of the workman were being terminated. As already said after the closed of the Union's evidence on 10-10-90, the management were given several opportunities to lead their evidence but the management failed to do so whereupon the management's evidence was closed on 9-4-91. So I hold that the management have failed to prove their main case regarding termination of the services of the workman.

11. To my mind this alone is sufficient for granting the relief to the workman who had come out successful in the Screening Test and was approved for absorption by the Addl. C.M.E. (W). These facts are not in dispute. It is also admitted that in the panel of approved candidates his name appears at Serial No. 78.

12. Apart from it Shri Awasthi has admitted that from the Union's evidence it stands proved that the workman had acquired temporary status. This fact has been alleged by the Union in para 1 of the statement of claim. The workman has corroborated it by means of his affidavit. Even the copy of casual labour card corroborates this fact. In the very beginning he was engaged from 26-6-81 to 25-9-81 and thereafter after the artificial break of two days he was reengaged for a period from 28-9-81 to 26-12-81. On acquisition of temporary status he became entitled to all the rights and privileges of temporary railway servant. As will be evident from Rule 301 of REC Vol. I Old Rule being Rule 49, the services of the workman could have been terminated on 14 days notice. It is not the case of the management that any notice was given to the workman before termination of his services. I do agree.

13. The result is that the action of the Chief Works Manager Loco Workshop N.R. Lucknow, in terminating the services of the workman Shri Mohd. Mujib is held as unjustified. Consequently the workman is entitled to reinstatement with full back wages subject to his filing an affidavit to the effect that he was not gainfully employed else where during the period he was out of job from the railway service.

Reference is answered accordingly.

ARJAN DEV, Presiding Officer  
[No. L-41012/63/88-D.P.]

का. आ. 2421.—औद्योगिक विवाद अधिनियम  
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सू-  
एण्ड एक्जालाइट वर्क्स याजीपुर के प्रबन्धक  
उनके कर्मकारों के बीच, अनुबंध में निहित  
सरकार औद्योगिक अधिकरण, कानपुर  
जो केन्द्रीय सरकार को 30-8-91 को

S.O. 2421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to

the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to



the management of Govt. Opium & Alkaloid Works Ghazipur and their workmen, which was received by the Central Government on 30-8-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUST. TRIBUNAL-CUM-LABOUR  
COURT DEOKI PALACE ROAD, PANDU NAGAR,  
KANPUR

Industrial Dispute No. 148 of 1988

In the matter of dispute between :

Shri Bechan Ram Gupta,  
At & P.O. Gora Bazar,  
Distt. Ghazipur.

#### AND

The Manager,  
Govt. Opium & Alkaloid Factory,  
Ghazipur.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/18/87-D.II(B), dated 2-11-88 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Govt. Opium & Alkaloid Works Ghazipur in striking off the name Shri Bechan Ram Gupta from the list of casual workers w.e.f. 25-2-86 is justified? If not to what relief the workman concerned is entitled?

2. The case of the workman is that he was appointed as a casual labour on daily wages in the Opium and Alkaloid Works Ghazipur (hereinafter referred to as Opium factory) on 7-5-85 and since then he had worked as such till 25-2-86. He alleges that he is a member of Aitern Karkhana Shramik Sangh (hereinafter referred to as Union). The said Union put up a charter of demands with the management but the management did not accept their demands. The Union started a peaceful agitation and its member went on strike. However, the strike was called off on 30-5-85 as a result of the settlement arrived at between the management and the Union with the intervention of the Distt. Magistrate Ghazipur. The settlement provided that there would be aovicumization of labours, that even as against those workman against whom complaints had been received no action would be taken against them, and that all of them would be allowed to report for duty. It is further alleged that in terms of Certified standing orders he had become entitled to regularisation of his services. According to him despite the said settlement he was served with chargesheet dt. 1-11-85, in which it was alleged that he had done marpit of another worker, namely, Ram Kishan Ram on 29-5-85. The said chargesheet was replied by him on 6-11-85. While denying the charge he had said that he had been falsely implicated on the complaint of another Union which complaint was filed at the instance of the management. He contends that without holding any domestic inquiry, his services were terminated vide order dt. 25-2-86. Lastly he has alleged that some of the casual labour who were junior to him have been made seasonal workers. He has, therefore, prayed for his reinstatement in service by setting aside the order dt. 25-2-86 with full back wages.

The case is contested by the management of the Opium & Alkaloid Works Ghazipur. The management plead that the workman was appointed as a casual labour on daily wages in the opium factory. According to the management, the members of the Union went on strike from 25-5-85 to 30-5-85. The management said anything on the settlement alleged between the parties on 30-5-85. According to the management, after domestic inquiry into the period of strike, the management deny that some seasonal workers have been made seasonal workers. In the above circumstances, the workman is entitled to no relief.

4. In support of his case, the workman has examined himself and has relied upon the alleged settlement dt. 30-5-85 copy ext. W-1, filed by him on 30-5-90. On the other hand, the management have examined Shri Jagdish Chandra Yadava Sales Manager.

5. In this case on 5-4-91, after the close of the management evidence, 19-4-91, was fixed for arguments. On 19-4-91 the date for argument was adjourned to 30-5-91 as P.O. was on leave. On 5-5-91 the workman appeared in the case in person but none appeared for the management. Therefore the case was reserved for giving award. However, on 20-5-91 on office report that a telegram for adjournment from the management had been received on 6-5-91, the case was adjourned to 7-6-91 for arguments. On 29-5-91 Sh. Singh, the authorised representative for the workman appeared and orally prayed that his arguments be heard as it would not be possible for him to attend the court on 7-6-91. On that his arguments were heard and the case was ordered to come up on 7-6-91 for hearing arguments of the management side. On 7-6-91 none appeared from the side of the management whereupon the case was reserved for giving award. On 12-6-91, the office gave another report that a telegram from the management for adjournment had been received on 10-6-91. The request was however, disallowed by the Tribunal.

7. Sh. Singh as authorised representative for the worker has argued that there is no dispute about the fact that the workman was appointed as a casual labour on 7-5-85. Further there is no dispute about the fact that there was an agitation by the Union and the members of the Union had been on strike from 25-5-85 to 30-5-85. This will be evident from the copy of the settlement dated 30-5-85 copy ext. W-1 and the facts stated by the management in the prayer made in the written statement and facts deposed to by the management witness in para 3 of his affidavit. The settlement Ext. W-1 has been admitted by the management. In para 3 of his affidavit it has been admitted by the management witness that on the intervention of the District Magistrate, Ghazipur, the strike was called off in pursuance of the settlement.

8. Shri Singh submits that the dispute between the parties is about the terms of the settlement. Whereas the case set up by the workman is that under the settlement it was agreed that no action would be taken against the workers against whom complaint had been received during the period of strike, according to the management (vide para 3 of affidavit of the management witness) the settlement provided that against such workers departmental action would be taken under the Certified Standing Orders. It will, therefore, be proper to read the settlement itself in order to ascertain the true terms. The relevant para of the settlement at page 3 reads as under. According to Sh. Singh the above lines make it abundantly clear that only as against Sh. Kanhaiya Singh Yadava against whom there had been a charge of misconduct of the period before the agitation would be proceeded with departmentally under the Certified Standing Orders, while as against other workers no action would be taken. They would be let off with simple warning and allowed to report for duty from 31-5-85, as they had expressed their regrets. In the alternative it can be said that such workers, as had been served with the chargesheets in respect of the agitation would be proceeded with in either case, the workman in question is not covered. It is not the case of the management that prior to 30-5-85, the workman had been served with any chargesheet in respect of the agitation launched by the members of the Union. It is the specific case of the workman corroborated by him by means of his affidavit that he was served with chargesheet dated 1-11-85. There is no specific denial of this fact by the management in their written statement. There had been no cross examination of the workman on this point. Even no evidence had been led in rebuttal of the above fact in the circumstances in view of the above terms of the settlement, the services of the workman could not have been terminated.

9. It has been next argued by Shri Singh that casual labour is a workman within the meaning of clause 1(a) of the Certified Standing Orders. Clause 13 refers to different acts of omission and Commission constituting misconduct



and clause 14 refers to disciplinary action for misconduct. Clause 14 also provides penalties and punishment which could be imposed on workman for misconduct. It describes punishment of reduction in rank, compulsory retirement, removal from service and dismissal from service as major punishment. In respect of misconduct calling for imposing of major penalties a regular inquiry is required to be held against the workman. Such a procedure was not followed by the management in the instant case as will be evident from the statements made by the management witness in his cross examination. Towards the end of his cross examination, he has stated that no regular departmental inquiry into the charge was held against the workman. Therefore, the order removing the workman from service cannot be upheld.

10. On the second point I do not agree with the submission of Sh. Singh, the authorised representative for the workman. In this connection I would like to refer to clause 12 of the certified standing orders. It lays down that the services of a permanent, temporary or seasonal workman can be terminated on one month's notice or on payment of one month's pay in lieu thereof and the services of a casual workman can be terminated without any notice or payment of any pay. It further lays down that the services of a permanent temporary or seasonal workman cannot be terminated as a punishment unless he has been given an opportunity of explaining the charge of misconduct alleged against him in the manner prescribed in clause 14 of the said Standing Orders. But there is no such provisions in the case of casual worker. It follows therefore that in the case of a casual worker a departmental inquiry as laid down in clause 14 of the Certified Standing Orders need not be held. In the absence of regular inquiry all that is required is that the casual workman should be given a show cause notice why his services be not terminated for the misconduct. If the casual workman submits any reply and the management do not feel satisfied with it, the management will be at liberty to terminate his services by passing an order.

11. So far as the arguments made by Shri Singh in respect of settlement are concerned I do find force in them. In view of the above quoted settlement, it was not open to the management to serve him with any chargesheet in respect of any alleged act of misconduct committed by him during the period of agitation and to terminate his services. I may state here that the copy of order dated 25-7-86 has not been filed by either side.

12. Hence it is held that the action of the Opium Factory in terminating/striking off the name of Shri Bechan Ram Gupta from the list of casual workers w.e.f. 25-2-86 is not justified. The workman is therefore ordered to be reinstated in service with full back wages subject to his filing an affidavit to the effect that he has not gainfully employed anywhere else during the period remained unemployed from the services of the management.

Reference is answered accordingly.

Dated : 30-7-1991.

ARJAN DEV, Presiding Officer

[No. L-42012/18/87-D.II (B) (Pt.)]

नई दिल्ली, 6 सितम्बर, 1991

का. अ. 2422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार साउथ सेंट्रल रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-91 को प्राप्त हुआ था।

New Delhi, the 6th September, 1991

S.O. 2422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Central Railway and their workmen, which was received by the Central Government on 5-9-91.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this the 2nd Day of July, 1991

PRESENT:

Shri M. B. Vishwanath, B.Sc., LL.B., Presiding Officer.

Central Reference No. 61 of 1988

I PARTY:

Sri Mahaboobsab S/o Devalsab, ELR/Mate, LTI No. 1202 (Ex-Rly. Employee), C/o A. G. Choudheri, Garden Peth, Hubli-28.

(By Sri R. R. Meerkhan, Advocate)

Versus

II PARTY:

The Management of South Central Railway by the Divisional Personnel Officer, South Central Railway Divisional Office, Personnel Branch, Hubli.

(By Sri D. N. Kulkarni, Advocate)

#### AWARD

In this reference No. L-41012/33/87-D.II(B) dated 3-11-88 made by the Hon'ble Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the point for adjudication as per Schedule to reference is:—

“Whether the action of the Management of South Central Railway, Divisional Office, Hubli, in terminating the services of Shri Mahaboob Sab, Davalsab ELR/Mate is justified? If not, to what relief the workman is entitled to and from what date?”

2. In the claim statement it is contended :—

The I Party workman was appointed on 31-8-1977 as a Casual Labourer. The I Party workman completed two years of service continuously. Then the II Party terminated the services of I Party workman illegally and without notice. Despite letters dated 6-6-81 and 18-11-81 by the I Party, the II Party Management has refused to absorb I Party on monthly pay scale basis. The II Party has refused to take I Party on duty. The I Party got issued a Lawyer's notice, claiming reinstatement and full backwages. The termination of the services of the I Party is wholly illegal. The stand of the II Party that the I Party was medically unfit with ulterior motives. The I Party has been enjoying perfect health. The termination of the services of I Party on the basis of alleged medical report is malafide and amounts to victimisation and unfair labour practice. The I Party has worked for more than 240 days continuously. So the termination amounts to retrenchment. The provisions of Section 25F are not complied with. The I Party is entitled to reinstatement with full back wages and costs also. The I Party has been jobless. The I Party has been put to misery and hardship.

3. In the counter-statement it is contended :—

It is true that the I Party was appointed as an Extra Labourer on daily wages under Permanent Way Inspector on 31-8-1977. The I Party was initially employed as Extra

Labourer for one month and was continued by chance against the sanctioned works. The I Party was subjected to medical examination. On 25-9-78, but he did not report to the duty after the medical examination. As per medical certificate the I Party was declared unfit for employment. The I Party was not eligible for employment on daily wages due to medical unfitness. Besides this, the I Party did not turn up after medical examination and so the services of the I Party were terminated. The question of complying with provisions of Section 25F of the I.D. Act does not arise. The termination of the employment of the I Party was due to medical unfitness. So the termination does not amount to retrenchment within the meaning of Section 2(oo) of the I. D. Act. The reference has to be rejected.

4. Apart from the issue covered by the reference to the Schedule, the following issues have been framed :

- (1) Whether the II Party proves that the I Party workman was declared medically unfit and therefore its action is justified?
- (2) Whether the II Party proves that the I Party workman did not turn up and himself abandoned service as contended in para 4 of the counter statement.

5. On behalf of the II Party MW1 P. V. Subba Rao, PW-1 Grade-III Special Works has been examined. On behalf of the I Party he has not himself examined and closed his case.

6. I have heard the oral arguments, and read the written arguments submitted by both the learned counsel.

7. I will take up the first additional issue framed by my learned predecessor. Exhibit-M1 is the medical certificate given by the Railway Doctor after examining the I Party on 26-9-1979. In exhibit M-1 (right mark) has been put at unfit. At the top the seal unfitted has been put. It is not stated what was the disease from which I Party was suffering. If one has a close look at Exhibit M-1, it is easy to see that exhibit M-1 does not inspire confidence. The Doctor who has examined I Party has not even put his full signature above the designation "Surgeon". The Doctor (or somebody else) appears to have put his signature or initials in red ink on 3-11-1979 when it was despatched. It is very curious to note that some of the columns in exhibit M-1 have not been filled up.

8. It bears repetition. The case of the II Party is that Doctor examined the I Party on 26-9-1979 and he declared the I Party unfit for appointment. Exhibit W-1 is the xerox copy of the service card of I Party Casual Labourer. Exhibit W-1A is the original of exhibit W-1. It is clear from the second page of service card of I Party that he has worked even up to 26-10-79 for one month after he was declared unfit medically. If really the I Party was medically unfit, I do not think that the II Party would have allowed I Party to work as a Casual Labourer even after he was declared medically unfit. The I Party WW1 has stated in para 11 of his deposition that he was keeping good health has stated that he had no eye problem. I have carefully gone through the evidence of MW-1. There is absolutely no material on record to show that the I Party was suffering from continued ill-health.

9. For the reasons stated in the two paras above I hold the additional issue No. 1 against the II Party.

10. It is contended by the learned counsel for the II Party at the time of argument that this is a case of voluntary abandonment of service. In the counter statement, though it is stated that the I Party did not turn up after medical examination, the stand that the I Party voluntarily abandoned his work has not been taken up. Exhibit W-2 is the legal notice got issued by the I Party to the II Party in which he has stated that he was illegally retrenched from service without any notice and without giving him an opportunity of being heard. In Exhibit W-2 I Party has stated that the termination of his service was not justified in law. He put to great hardship and that he is en-

titled to reinstatement with full backwages. The contents of WW-1 negative the stand of the II Party. For these reasons I hold issue No. 2 also against the II Party.

11. Now I will cover the point for determination as stated in the schedule to reference. It is argued by the learned counsel for the II Party that the I Party has not produced any written order of termination and so the I Party is not entitled to any relief. I am surprised to this argument. It is clearly stated in para 4 of the counter statement that the services of the I Party were terminated. The I Party has stated in his evidence that they orally told him not to come to work and therefore he sent notice to them. It has been laid down by the Supreme Court in the decision reported in 1990 LLR page 541 (Sudhoo Vs. M/s. Haji Lal Mohd. Biri Works & Ors.) that it is immaterial that the employees were terminated by written order, oral direction or by stopping the workman entering the place of work. In view of the law laid down by the Supreme Court there is no force in the argument advanced on behalf of the II Party. The service card Exhibit W-1A clearly shows that the I Party has worked for 809 days. It is not disputed that the I Party has worked for more than 240 days continuously. I have already discussed that the case of the II Party that the I Party was medically unfit does not hold water. It has been laid down by the Gauhati High Court Lab. I.C. page 837 (Marmeswar Das vs. Presiding Officer, Labour Court & Ors.) that where services of the probationer were terminated on bald finding that he was found medically unfit, the case does not come under the exception continued ill health so as to make it a case of non-retrenchment and so he would be entitled the benefit of Section 25F. In the instant case, the termination of services of the I Party amounts to retrenchment. The provisions of Section 25F have not been complied with. Since the mandatory provisions of Section 25F of the I.D. Act have not been complied with, the termination is illegal and the I Party has to be reinstated.

12. The I Party had worked for 809 days. He had worked for more than 240 days continuously. He even got issued a legal notice to the II Party paying for reinstatement. The II Party did not issue any notice to the I Party to resume work. It has been held by the Bombay High Court 1988 LLR page 350 (Rajendra Prasad B. Nayak vs. Appee Electrical Pvt. Ltd. and Ors.) that in such circumstances the finding of the Tribunal that the workman voluntarily left service must be considered as perverse. I reject the argument on behalf of the II Party that subsequent to M1 the I Party was absent for a period of 20 months (600 days) and so it must be held that the I Party had voluntarily abandoned service.

13. The Supreme Court has laid down in 1990 LLR page 410 (Punjab Land Dev. & Reclamation Corp. vs. The P.O., Labour Court) that retrenchment means the termination by the employer of the services of workman for any reason whatsoever except those expressly excluded in the Section 2(oo). The case of the I Party does not come within the provisions of those expressly excluded. The termination of the services of the I Party amounts to retrenchment. The provisions of Section 25F have not been complied with. The I Party therefore is entitled to reinstatement. The learned counsel for the I Party relied on one sentence of the Bombay High Court decision at page 24 of the I.D. Act, 1947 published by Eastern Book Company, wherein it is stated that termination of service for very long unauthorised absence from duty does not amount to retrenchment. The full facts are not there. I respectfully follow the Supreme Court decision to which I have adverted to above. Sec. 2(oo) (bb) is not applicable. It looks to me that II Party is clutching at straw. The learned counsel for the II Party has relied on a circular that a medical examination of casual labour is a must. I have already adverted to the nature of the medical examination.

14. The learned counsel for the II Party set store by the two decisions of our Hon'ble High Court rendered by His Lordship the Hon'ble Mr. Justice Rama oJis. The learned counsel for the II Party took me through para 10 at page 2232 of the decision reported in 1988 ILR Karnataka page 2219. I have carefully and respectfully read the authority of our Hon'ble High Court. In my humble opinion, the law laid down by our Hon'ble High Court goes

against the argument advanced by the II Party. It has been clearly stated in para 10 that the provisions of Section 25F of the I.D. Act provide that the services of a person who had worked continuously for a period of one year or more cannot be retrenched unless he is given one month's notice or one month's salary in lieu of notice and also he is given 15 days salary for every completed year of service. In the instant case these conditions have not been complied with by the II Party. Even in 1985 ILR Karnataka page 3128 (Binny Limited vs. Presiding Officer) Our Hon'ble High Court has been pleased to lay down that according to Section 2(oo) of the I.D. Act, the termination of services of a workman brought about in whatsoever manner, except in the manner falling under section (b)(c) amounts to retrenchment. Our Hon'ble High Court has been pleased to observe further that a termination of services of a workman brought about by an act or at the instance of an employer for any reason of whatsoever in any manner and however ignominiously, is retrenchment as defined in Section 2(oo) of the I.D. Act. I am of opinion that this authority also goes against the II Party and helps the I Party.

15. For the aforesaid reasons I hold that the action of the II Party management in terminating the services of the I Party is not justified. The I Party is entitled to reinstatement. It has been laid down by our Hon'ble High Court in 1988 LLR page 355 (Bharat Electronics Ltd. vs. Industrial Tribunal and another) that if the termination is illegal and if reinstatement is ordered the amount of backwages would be logical.

16. All other evidence and documents, not referred to by me, are not relevant. In fact, most of the documents were not referred to by both the counsels. In any case, the II Party shall reinstate the I Party workman giving him as stated herein.

17. For the aforesaid reasons, I pass the following:—

#### AWARD

The termination of the services of the I Party is illegal. The II Party shall reinstate the I Party workman giving him continuity of service. The II Party shall pay full backwages to the I Party from the date of termination (27-10-79) till reinstatement. Each party to bear its own costs. The reference is accepted and the award is passed as stated herein.

Dictated to the Secretary, taken down by him, got typed and corrected by me.

M. B. VISHWANATH, Presiding Officer

[No. L-41012/33/87-D.II (B) (Pt.)]  
K. V. B. UNNY, Desk Officer

नई दिल्ली, 6 सितम्बर, 1991

का. अ. 2423.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोलियरी कोल लिमि. की भोवरा (एस) कोलियरी के प्रबन्धतंत्र से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. II, घनबाद के पंचा को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-91 को प्राप्त हुआ था।

New Delhi, the 6th September, 1991

S.O. 2423.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhowra (s) colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 5-9-91.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 12 of 1986

#### PARTIES:

Employers in relation to the management of Bhowra (S) Colliery of M/s. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES:

On behalf of the workmen: Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employers: Shri R. S. Murthy, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, the 26th August, 1991

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (5)/85-D.IV(B)/Vol. II, dated the 20th December, 1985/1-1-1986.

#### SCHEDULE

"Whether the demand of Bihar Colliery Kamgar Union that the Management of Bhowra (South) Colliery of M/s. Bharat Coking Coal Limited should give their workman Smt. Sibrati Kamin permission for resumption of her original duty as piece rated stackers or any other equivalent job, is justified? If so, to what relief is the workman entitled and from what date?"

2. The workman and the management both filed their W.S. stating their case. The union demanded permission for resumption of original duty of Smt. Sibrati Kamin or for regularisation in time rated job in the workshop. In this way the prayer is alternative i.e. either for resumption of original duty or for regularisation of time rated job in the workshop. Admittedly, Sibrati Kamin the concerned workman was originally appointed as Hard Coke Bhatta Stacker in Bhowra (South) Colliery. According to her she in the month of June, 1982 was transferred to workshop in moulding section in time rated job. She after completion of about 6 months represented her case before the management for her regularisation in time rated job. She also raised industrial dispute before the ALC(C), Dhanbad for the same. But the management with ulterior motive and to victimise the concerned workman stopped her from her service with effect from 19-7-83 without assigning any reason and that too during the pendency of the conciliation proceeding. It is alleged that the action of the management was illegal and void abinitio. It was also alleged that the concerned workman reported for duty several times but the management did not allow to resume her duty even as stacker.

3. The management contested the claim of the workmen and stated that the concerned workman and 2 other female co-workers had submitted a joint petition to the Manager, Bhowra (South) colliery stating that they were very weak due to illness and unable to perform the job of stacker. They also requested the management to give them light duty in time rated category. It was submitted that the management considered their case including the concerned workman sympathetically and transferred them to the workshop as General Mazdoor purely on temporary basis sometimes in June, 1982. The management had transferred them to workshop purely on temporary basis and therefore in the month of May, 1983 she was again transferred back to her original job i.e. piece rated stacker but she did not report for duty. It was also alleged that the management issued several other orders directing the workmen to report for duty but it was all fruitless. The management urged that in the facts and circumstances there

was no question of giving any permission for resumption of original duty to Smt. Sibrati Kamin as the management had already issued repeated instructions to do the job of stacker at No. 16 Coke Bhatta but she failed to comply. The management in the W.S. also submitted that the concerned workman is at liberty to report for duty anytime she likes and there was no question of giving her any permission.

4. On the basis of the submissions the management urged that the demand of Bihar Colliery Kamgar Union cannot be accepted and she is not entitled to any relief whatsoever.

5. At the very outset the learned representative for the workman submitted that Smt. Sibrati Kamin has already been ordered to resume her duty as stacker at Coke Bhatta and she is working as such since 22-8-1986. In view of the changed circumstances it was prayed only for full back wages. Thus the only question for consideration at this stage would be as to whether Smt. Sibrati Kamin is entitled for her back wages as stacker ?

7. The stand taken by the management is that the concerned workman and others were not keeping good health and they had jointly prayed for light work and that the management after reconsidering their case sympathetically had ordered and transferred them to the workshop as general mazdoor on temporary basis. The original joint petition is Ext. M-6, Prima-facie I find no reason to disbelieve this document. From the documents it is crystal clear that Sibrati Kamin and 2 others had requested for light duty on account of their ill health. This document has no where been challenged by the workman. Thus it is apparent that the management had taken a compassionate view of the matter and had allowed the workman light duty in the workshop on temporary basis. That being the position the concerned workman was not entitled for regularisation in time rated job. Be that as it may the concerned workman agreed to continue as stacker and she joined her duty on 22-8-86 at Bhowra Coke Plant. Ext. M-8 is the original letter, Ext. M-7 is the photo copy of the same. MW-2 has proved the document.

8. As regards entitlement of the back wages the management has to say that three letters on different dates were issued to the concerned workman in the year 1983 itself with necessary direction to report for duty to the Manager Bhowra Coke Plant. The management further stated that the concerned workman did not report for duty inspite of repeated direction and therefore she is not entitled to any back wages. At this stage I may refer to Ext. M-3 which is a letter referred to ALC(C), Dhanbad in conciliation proceeding. It was sent by the Personnel Manager stating gross negligence on the part of the concerned workman. That was with respect to an alleged illegal and arbitrary stoppage of Smt. Parbati Kamin and Jagti Kamin during the pendency of the conciliation proceeding by the management of Bhowra (S) Colliery of M/s. Bharat Coking Coal Ltd. The letter does not speak about the concerned workman namely Smt. Sibrati Kamin but it is true and admitted fact that the concerned workman, through her union, had raised industrial dispute before the ALC(C), Dhanbad in April, 1983 which according to the learned counsel for the management ended in failure. The workmen through the W.S. stated that the dispute was withdrawn on the assurance given by Sri Srivastava, Dy. Personnel Manager. It may be quoted here that Sri Srivastava has not been examined in this case. The W.S. also states that in pursuance of assurance the workmen reported for duty but she was not allowed to resume her original duty as Hard Coke Bhatta stacker. Even in the second time she was not allowed to resume her duty. At this stage my attention was drawn towards Ext. M-5 which is a transfer order dated 12-9-83 by the Manager Bhowra (South) Colliery directing as many as 40 workmen (Coal stackers) including the concerned workman to report for duty to the work Incharge of No. 16 siding for allocation of their shifts and duties for loading of wagons. According to evidence of MW-2 Hard Coke Bhatta was closed sometimes in July/August, 1983. The learned counsel for the management urged that after closure of Oven a large number of workmen mostly female workers were transferred for another similar job. The concerned workman was also transferred and her name appear at Sl No. 7 of Ext. M-5 but she opted not to join and continued insisting upon for regularisation of her work of time rated job which she was given only on compassionate ground. MW-2 has proved this document and stated that the con-

cerned workman Sibrati Kamin did not join inspite of reminders. The witness has also proved Ext. M-7 and Ext. M-8, Ext. M-8/1 and Ext. M-8/2 are signatures and endorsement of Agent and Personnel Manager on Ext. M-8. My attention was also drawn towards Ext. W-8 and W-6. These two letters will show that the concerned workman, in the month of September and October, 1983 had addressed 2 letters to the Manager, Bhowra (South) Colliery for regularisation of her duty in the workshop. These 2 letters dated 15-9-83 (Ext. W-6) and 5-10-83 (Ext. W-3) were received by on her behalf of the addressee and the same has not been denied. It was urged further that there can be no earthly reason as to why the management will be prejudiced against the concerned workman and why she will not be permitted to resume her duty when 40 other workmen after closure of Oven were transferred to similar other job. From the personal of Ext. M-5 it will appear that a copy of the letter had been sent to all the concerned workmen including Sibrati Kamin. She while deposing as WW-1 has displayed her ignorance about any such direction by the management. Again through Ext. W-6 she has denied to have received any such transfer order dated 12-9-83 (Ext. M-5). Ext. M-2 is identical to Ext. W-6. In this way I find that the management virtually failed to substantiate that the said transfer letter was actually served upon the concerned workman and she vilingly abstained from the work. The contention of the learned counsel may be appreciated that the management can have no grievance against the lady workman but in the situation placed above and also in view of the argument advanced on behalf of the workmen it was for the management alone to prove that Sibrati Kamin was served with the order dated 12-9-83 or she had full knowledge of that order.

9. Ext. M-3 and M-4 are with regards to two lady workmen namely Smt. Barbati Kamin and Jagti Kamin. These two letters were referred to the ALC(C) Dhanbad stating that the said 2 workmen did not join inspite of repeated letters and they were never stopped from work. Ext. M-3 refers to letter dated 9-5-83, 17-7-83 and 30-8-83 issued to Sibrati Kamin and 2 others which are annexure as B, C and D respectively of that letter. By these letters the workmen were directed to report for duty to Bhowra Coke Plant. Again the same argument was advanced by the learned counsel for the workmen that there was nothing to show that Sibrati Kamin, the concerned workman had any knowledge of such letter on the other hand she had always been praying to return to her duty. The reference was made to Ext. W-4 and W-5. Ext. W-5 is a letter dated 26-7-83 which was addressed to the Agent, Bhowra (South) Colliery stating that in pursuance of the discussions during the conciliation proceeding before the ALC(C), Dhanbad she was reported for duty on that day. Through Ext. W-4 she had requested to allow her to join duty atleast in original job. This is a letter dated 10-9-83. Copies of these two letters were received by the management. The learned counsel for the workmen urged that the management could have very well directed the lady workmen then and there to join her duty but nothing was done and the so called letters issued to the workmen by the management (Annexure B, C and D) were never received by her.

10. From the discussions made above it is clear that the concerned workman had no notice directing her to report for duty till September, 1983. No document has been filed to show that the date when the Coke Bhatta was closed but according to MW-2 it was closed sometimes in August, 1983. The workman has already joined her duty vide Ext. M-8 with effect from 22-8-86. For the reasons stated above Smt. Sibrati Kamin, the concerned workman is entitled for her back wages.

In the result, it is ordered that the reference is answered in favour of the concerned workman Smt. Sibrati Kamin and accordingly she is entitled full back wages from 1-9-83 to 21-8-86. The management is directed to pay her back wages as indicated above within 2 months from the date of publication of the Award.

This is my Award.

B. RAM, Presiding Officer.

[No. L-24012/5/85-D.V (B)/IR (C-1)]

का. आ. 2424.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बारकार इंजिनियरिंग एण्ड फाउण्डरी वर्क्स ऑफ मसर्स ई. सी. एल. के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1 धनबाद के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 29-7-91 को प्राप्त हुआ था।

S.O. 2424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Barakar Engineering & Foundry Works of M/s. ECL and their workmen, which was received by the Central Government on the 29-8-91.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 27 of 1989

#### PARTIES :

Employers in relation to the management of Barakar Engineering and Foundry Works Eastern Coalfields Limited, P.O. Nirsa, Dist. Dhanbad.

#### AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra, Presiding Officer.

#### APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri G. Prasad, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 21st August, 1991

#### AWARD

By Order No. L-20012/7-88-D-4(A), dated, the 9th March, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of the Barakar Engineering & Foundry Works, Nirsa, M/s. Eastern Coalfields Limited in not allowing Shri Rajendra Prasad, Moulding and Flouring gang mazdoor to resume his duty is justified? If not, to what relief is the workman entitled?"

2. The case of the management of Barakar Engineering and Foundry Works, Nirsa of M/s. Eastern Coalfields Ltd. as disclosed in the written statement-cum-rejoinder, details apart, is as follows :

The present reference is not maintainable as the concerned person is not competent to invoke the provision of Sec. 2-A of the Industrial Disputes Act for the purpose of the present reference. That apart, there was at no time any employer-

employee relationship between the management and these persons. Since he was never employed by the management the question of not allowing him to resume duty does not arise. Anyway, Barakar Engineering and Foundry Work was a part of Badjna colliery and it stood nationalised alongwith the said colliery. Badjna Colliery previously belonged to M/s. Oriental Coal Company Limited, 25 Brabourne Road, Calcutta. By Coal Mines (Nationalisation) Act, 1973 the coal mines in the country other than those already covered by the Coking Coal Mines (Nationalisation) Act, 1972 and the captive mines of M/s. Indian Iron & Steel Company Ltd. and TISCO were nationalised with effect from 1-5-1973. Prior to enactment of Coal Mines (Nationalisation) Act, 1973, the management of the coal mines as referred to in the Schedule to that Act was taken over by the Central Government by a Presidential Ordinance. The said Ordinance was replaced by the Coal Mines (Taking Over of Management) Act, 1973. Later, the Coal Mines (Nationalisation) Act, 1973 was enacted with effect from 1-5-1973 and all the coal mines concerned were nationalised. At the time of taking over of non-coking coal mines after the Presidential Ordinance, the previous owners refused to hand over the Barakar Engineering & Foundry Works Ltd. to the Central Government/Custodian on the ground that the said establishment was a factory and it was not a part of Badjna colliery. The previous owners also contended that the said establishment was not exclusively catering to the needs of the Badjna Colliery and was executing a large number of jobs for outside parties. The previous owners challenged the proposed take over and subsequent action of the Central Govt. to nationalise the aforesaid establishment and filed a Writ petition before the Hon'ble Calcutta High Court. As a result of such litigation started by the previous owners, the Hon'ble Calcutta High Court allowed the previous owner's function as Receivers pending disposal of the Writ petition. While the above establishment was under the receivership of the previous owners, a lock-out was declared by them with effect from 28-1-1980 and it remained so till 14-11-1986. Ultimately the litigation started by the previous owners and went up before the Hon'ble Supreme Court. Their Lordships of the Supreme Court ultimately held by the judgement dated 18-9-1986 that the Coal Mines (Nationalisation) Act, 1973 was constitutionally valid but their Lordships did not deliver any specific verdict that the workshop should be handed over to Coal India Ltd./Eastern Coalfields Ltd. and left the question open for determination as to whether the workshop was exclusively catering to the needs of the colliery and others. The old employer had other collieries besides Badjna Colliery and these collieries were nationalised. The previous owners, after the judgement of the Supreme Court, on their own decided to hand over the aforesaid workshop/Establishment known as Barakar Engineering & Foundry Works to the Eastern Coalfields Ltd. The workshop was handed over by the old owner for the reason that it became junk and it was liability on them. Anyway, the workshop was handed over to M/s. Eastern Coalfields Ltd. by the previous owner with effect from 15-11-86. The present management in the light of the aforesaid background and subsequent arrangements did not take over any of the liabilities prior to the date of take over. In the light of the developments as stated the date of take over under the Coal Mines (Nationalisation) Act, 1973 in the present case will have to be taken as 14-11-86, in case that Act is applicable to the present case. In the meantime the Parliament deleted Section 14 and other sub-sections of that Section of the Coal Mines (Nationalisation) Act, 1973 with effect from 7-10-86 and substituted the whole Section by the following provisions incorporated in Coal Mines Nationalisation Laws (Amendment) Act, 1986 :

"Notwithstanding anything contained in the Industrial Disputes Act, 1947 or any other law for the time being in force, the services of any Officer or other employee employed in a coal mine shall be liable to be transferred to any other coal mine and such transfer shall not entitle such officer or other employee to any compensation under this Act or any other law for the time being in force and no such claim shall be entertained by any Court, Tribunal or other authority."

The present management obtained legal opinion and is of the view that it has no liability whatsoever to employ any person who had been engaged by the previous owner and that it is upto the present management to screen and select



such persons out of these who might have been previously working in the establishment and who have not crossed the age of superannuation. Rajendra Prasad, the concerned workman in the present case was not on the roll of the aforesaid establishment as an 14-11-56 and his name was not also included in the list of workmen employed by the previous owner. In the context of facts the present management has got no obligation, whatsoever to provide employment to Rajendra Prasad. There is also no industrial dispute in the present case within the meaning of Section 2(k) of the Industrial Disputes Act. Shri Prasad may prefer his claim against the previous owner under Sec. 25-FF of the Industrial Disputes Act. In the circumstances the management has prayed that its action in not allowing Rajendra Prasad to resume his duty be held to be justified.

3. The case of the concerned workman, as disclosed in his written statement, briefly stated, is as follows :

Barakar Engineering & Foundry Works previously owned by Oriental Coal Co. Ltd., was taken over on 30-1-73 and subsequently nationalised with effect from 1-5-1973 under the provisions of Coal Mines (Nationalisation) Act, 1973. The aforesaid Works was situated within the precinct of Badjna Colliery under the same management and was used solely for the purpose connected with that mine and other mines of M/s. Oriental Coal Co. Ltd. under the same management. It was therefore a mine within the meaning of Section 2(j) (vii) of the Mines Act, 1952. Under Section 2(j)(vii) of the Coal Mines (Nationalisation) Act all workshops including buildings, machinery, instruments, stores, equipment of such workshops and lands on which such workshops stand in or adjacent to, is a mine and used substantially for the purposes of the mine under the same management are mines. Soon after take over and subsequent nationalisation the erstwhile employer challenged the two Acts in different High Courts and ultimately in the Supreme Court and got the take over and subsequent nationalisation stayed on some pretext or others until as it is understood, a settlement was arrived at by and between the erstwhile employer of M/s. E.C. Ltd., a subsidiary company of M/s. Coal India Ltd. in the Supreme Court with regard to take over and nationalisation under the said Coal Mines (Nationalisation) Act, 1973, Barakar Engineering & Foundry Works although it was a mine as defined under the Mines Act, 1952 was covered under the Employees' State Insurance Act, 1948 and all the employees were covered under the said Act and were insured employees/persons. Immediately after employment, the employees whether permanent or otherwise, were provided with temporary identification certificate as provided under Regulations 15 of the Employees' State Insurance (General) Regulations, 1950. The concerned workman, Rajendra Prasad, was employed in the first week of March, 1972 before take over and subsequent nationalisation of the aforesaid Works with effect from 1-5-1973. He was allotted a Temporary E.S.I. No. 42/472503 and worked continuously and completed 240 days or more attendance during the each of the succeeding twelve months. He worked continuously till 20-3-1974 as a mould-line and pouring Supervisor/Foundry Supervisor. On 20-3-74 Loknath Prasad who was employed as a Marker in Barakar Engineering & Foundry Works lodged an F.I.R. at the instance of the employers mentioned, inter alia, that at about 8 am about hundred workmen of the works including the concerned workman, allegedly supporter of C.P.M., came to the foundry gate and assaulted him. The Police registered Nirsha P. S. Case No. 13-6-74 on the basis of such F.I.R. under sections 147/148/149/323/374/307/309 I.P.C. Subsequently the case was recorded as G.R. Case No. 1565/74 and was tried by Sri L. K. Sharma, the then Judicial Magistrate, Dhanbad. Soon after his release on bail, the concerned workman reported to the employer for his employment and allow him to report for duty, but the employer being very much biased and prejudiced against him refused employment and thus he was stopped from discharging his duty illegally and arbitrarily. Anyway, the employer orally asked him to report for duty after his acquittal is G.R. Case. He was ultimately acquitted of all the charges by the Judicial Magistrate on 20-2-86. The management of Barakar Engineering & Foundry Works declared lockout illegally and in a most unjustified manner on 25-1-80 which lasted till December, 1986. The concerned workman again reported for duty on 21-2-80 after his acquittal and is between his release on bail on 9-7-74, but the management did not allow him to resume duty. The employer did not serve any notice on him or pay him wages in lieu of notice. The management did not pay him retrenchment compensation even. In the circumstances the stoppage of

the concerned workman from duty is illegal, unjustified and mala fide. He requested the Custodian on 17-4-87 to allow him to resume duty, but the Dy. Personnel Manager of Barakar Engineering & Foundry Works by his letter dated 21-7-87 refused to consider his case for employment. He again requested the Dy. Personnel Manager on 20-8-87 to allow him to resume duty, but the said officer refused to accept his request. All the workmen who were similarly arrested at the instance of the employer and later released on bail have been taken into employment, but M/s. Eastern Coalfield Ltd. discriminated between the concerned workman and the other workman by refusing him to resume his duty. In the circumstances, he raised an industrial dispute before the Asstt. Labour Commissioner (C), Dhanbad. The management appeared in the conciliation proceeding, but did not agree to allow him to resume duty and pay back wages. The Central Government, after the failure of conciliation proceeding, made the instant reference before this Tribunal for adjudication. The action of employers in not allowing him to resume duty is unjustified and he is entitled to full back wages. In the context of these facts and circumstances the concerned workman has prayed that an award be passed holding that the action of the management in not allowing him to resume duty is not justified and that he is entitled to full back wages.

4. In rejoinder to the written statement of the concerned workman, the management has stated that the previous owner got the establishment, Barakar Engineering & Foundry Works, registered under the Factories Act as a factory. It is only after the management took over the workshop and after a great deal of effort, the Director General Mines Safety, has agreed to treat the establishment as a mine. Even the Hon'ble Supreme Court did not decide that the establishment in question was a mine but the previous owners ultimately gave up their claim and handed over the establishment in question to the present management as a factory. There was no settlement arrived at between the employers and the erstwhile previous owners in the Supreme Court. Employees' State Insurance Act does not apply to coal mines. It is not correct that the present management allowed all other workmen who were arrested along with the concerned workman to resume duty. The present management gave fresh letters of appointment to some of the workers employed by the previous owner after screening.

5. In rejoinder to the written statement of the management, the concerned workman has contended that the present reference is maintainable. Barakar Engineering & Foundry Works Ltd. was a part and parcel of Badjna colliery and that the lock-out declared by the employer was illegal and unjustified. In any event the lock-out did not have the effect of termination of service of workmen. The concerned workman has not been seeking any compensation. M/s. E.C. Ltd. is successor-in-interest of M/s. Oriental Coal Company Ltd. and hence M/s. E.C. Ltd. is liable to pay wages to the workman from the date of his illegal stoppage from duty with effect from 20-4-74. The legal opinion obtained by the management has got no binding effect.

6. The management, in order to support its action, has examined only one witness MW-1, Shri G. D. Jha, who sometimes worked as General Manager, Barakar Engineering & Foundry Works and laid in evidence a sheaf of documents which have been marked as Ext. M-1 series.

On the other hand, the concerned workman has examined himself and another witness WW-1 Ram Deo Prasad Singh, Head Clerk of Employees' State Insurance Scheme, Kumardubi and laid in evidence a number of documents which have been marked Exts. W-1 to W-6.

7. Admittedly, M/s. Oriental Coal Co. Ltd. was previous owner of Barakar Engineering & Foundry Works Ltd., Badjna colliery and other collieries. According to the present management, the Barakar Engineering & Foundry Works was a part of Badjna colliery and it stood nationalised along with the said colliery by Coal Mines (Nationalisation) Act, 1973. The case of the concerned workman is also the same. According to the concerned workman, Barakar Engineering & Foundry Works, being situated within the precinct of Badjna Colliery under the same management and was used solely for purposes connected with that mine and other miners of M/s. Oriental Coal Co. Ltd. under the same management, was a mine within the meaning of Sec. 2(j)(vii) of the Mines Act, 1952 and it was nationalised with

effect from 1-5-73 under the provisions of Coal Mines (Nationalisation) Act, 1973. There is no dispute that before enactment of Coal Mines (Nationalisation) Act, 1973, the management of the coal mines as referred to in the schedule of that Act was taken over by the Central Government by a Presidential Ordinance which was replaced by Coal Mines (Taking Over of Management) Act, 1973.

8. The definition of mine has found place in Section 2(j) of the Mines Act, 1952 which includes, all workshops and stores situated within the precinct of a mine and under the same management and used primarily for the purposes connected with that mine or a number of mines under the same management. This definition of mine, it appears, has been widened in the Coal Mines (Taking Over of Management) Act, 1973. Section 2(g) of the said Act defines 'mine' which includes all workshops (including buildings, machinery, instruments, stores, equipments of such workshops and land on which such workshops stand) in, or adjacent to, a mine and used substantially for the purposes of a mine or a number of mines under the same management. This definition of mine has been retained in the Coal Mines (Nationalisation) Act, 1973. Anyway, it is the case of both the parties arrayed that Barakar Engineering & Foundry Works was/is a part of Badjna colliery, earlier owned by M/S. Oriental Coal Co. Ltd. In terms of Sec. 3(1) of the Coal Mines (Taking Over of Management) Act, 1973 the management of all coal mines vested in the Central Government with effect from appointed day i.e. 31-1-1973 and in terms of Sec. 3(1) of the Coal Mines (Nationalisation) Act, 1973, the right, title and interest of the owner in relation to the coal mines specified in the schedule stood transferred to and vested absolutely in the Central Government free from incumbrance with effect from the appointed day i.e. 1-5-1973. Badjna colliery has been specified in the schedule to the Act. This being the position, the management of Badjna colliery and that with it Barakar Engineering & Foundry Works vested in the Central Government with effect from 31-1-73 and the right, title and interest of the owner in relation to Badjna colliery and Barakar Engineering & Foundry Works stood transferred to and vested absolutely in the Central Government free from incumbrance with effect from 1-5-1973 by Coal Mines (Nationalisation) Act, 1973.

According to the management, the previous owner of Badjna colliery and Barakar Engineering & Foundry Works i.e. M/S. Oriental Coal Co. refused to hand over the Barakat Engineering and Foundry Works Ltd. to the Central Government (Custodian General) Custodian on the ground that the said establishment was not a factory and that it was not a part of Badjna colliery. The management has not submitted any document in support of this position. On the other hand MW-1 G. D. Jha who worked as General Manager, Barakar Engineering and Foundry Works from April, 1987 to June, 1990 has stated in his testimony that the management of Barakar Engineering & Foundry Works was taken over by the Custodian when the management of non-coking coal mines was taken over by the Presidential Ordinance with effect from 31-1-73 by the Custodian. Anyway, it is the further case of the management that the previous owner assailed the proposed take over and subsequent action of the Central Government to nationalise Barakar Engineering & Foundry Works by a Writ Petition before Hon'ble Calcutta High Court. Shri Jha has testified in support of this contention of the management by stating that in terms of an injunction order issued by the Calcutta High Court, Oriental Coal Co. took over the workshop within one week after it was taken over by the Custodian. The management has stated that the Hon'ble Calcutta High Court allowed the previous owner to function as Receiver pending disposal of the Writ petition filed by them. The concerned workman has not specifically denied that position but has called upon the management to prove this fact. There is no evidence on record to indicate on what terms and conditions the Hon'ble Calcutta High Court was pleased to appoint the previous owner as Receiver. Presumably the Receiver was appointed under the provisions of Order 40, Rule I of C.P.C. The object and purpose of appointment of a Receiver may generally be for the preservation of the subject-matter of the litigation pending judicial determination of the rights of the parties thereto. The appointment of a Receiver is the Act of the Court and Receiver is an officer or representative of the Court and, subject to its order. His possession is the possession of the Court by its Receiver. The vesting of Badjna colliery and alongwith it Barakar Engineering & Foundry Works under Sec. 3(1) of the Nationalisation Act has not been

made subject to any condition or restriction. The fact that Barakar Engineering & Foundry Works was in the custody of the Court is quite immaterial and irrelevant for the purpose of vesting under Sec. 3(1) of the Nationalisation Act.

9. The case of the concerned workman is that he joined Barakar Engineering & Foundry Works in the first week of March, 1972 before the take over and subsequent nationalisation of the aforesaid workshop and on his employment he was allotted temporary E.S.I. No. 42/472503 and worked continuously for 240 days or more during each of the succeeding twelve months. His further case is that he worked continuously till 20-3-74 as moulding and pouring Supervisor and on 20-3-74 on the complaint of Loknath Prasad, Marker, of Barakar Engineering & Foundry Works, he was arrested by the police and that a case under section 147/148/149/323,324/307/309 of I.P.C. was recorded against him and also others in G.R. Case No. 1565 of 1974 of Nirsia P.S. The concerned workman has stated in his evidence that he was appointed as Munshi in Barakar Engineering & Foundry Works in March, 1972. Admittedly, the aforesaid Works was registered under Factories' Act. The concerned workman has stated that when he was appointed the establishment was covered by the Employees' State Insurance Scheme under the Act. He has produced declaration form under Employees' State Insurance (General) Regulations 11 and 12, 1950 submitted to his employer (Ext. W-1). In this form his date of employment has been recorded as 29-1-73. He has also produced his temporary identification certificate issued by the Employees' State Insurance Corporation (Ext. W-3). These two documents have been proved by WW-1 Ram Deo Prasad Singh, Head Clerk of Employees State Insurance Scheme, Kumardubi. This witness has stated that the Barakar Engineering & Foundry Works establishment is covered by Employees' State Insurance Scheme. He has also stated that on the basis of declaration submitted by the concerned workman temporary Card was issued to him and the concerned workman was covered by Employees' State Insurance Scheme.

10. Shri R. S. Murthy, learned Advocate for the management has contended that the name of the concerned workman was not on the roll of the establishment on 14-11-86 and his name was also not included in the list of workers employed by the previous owner who were on its roll at the time of take over.

It is necessary here to state the fascical of the facts consequent to the litigation in the High Court. From the Calcutta High Court the matter went up before Hon'ble Supreme Court and the Supreme Court upheld the constitution valid of Coking Coal Mines (Nationalisation) Act, 1972 and Coal Mines (Nationalisation) Act, 1973 as amended by the Coal Mines Nationalisation Laws (Amendment) Act, 1978. The Hon'ble Court dismissed all the Writ Petitions and Special Leave Petition but did not express any opinion on the validity of the other points raised in the Writ petition. Meanwhile a lock-out was declared on 28-1-80 and it continued till 14-11-86 when the previous owner handed over the workshop to the present management i.e. M/S. E.C. Ltd. It appears that at the same time the lock out declared was withdrawn. Anyway, the case of the management is that the concerned workman not on the roll of the aforesaid establishment as on 14-11-86 when it was taken over by the present management. I have already stated that the fact that the workshop was under the custodian of the Court is quite immaterial or irrelevant for the purpose of vesting under Sec. 3(1) of the Nationalisation Act. It appears that the present management constituted a Committee for screening the list of workmen submitted by the erstwhile employer and the Committee found in its report that only 503 workmen who were employed by the previous owner. But the management submitted an application in the Supreme Court of India wherein it stated, inter alia, that Barakar Engineering & Foundry Works remained closed from January, 1980 and a large number of workers (more than 2000) were out of job. This being so, it is obvious that the name of many workmen were not included as workmen of this workshop by the Committee constituted by the present management. Even in its comment to the A.L.C. the present management has stated that there is no workman named Rajendra Kumar in Barakar Engineering & Foundry Works whereas the dispute was raised by Rajendra Prasad and not Rajendra Kumar (Ext. W-2).

11. It is the case of the concerned workman that he reported for duty after he was enlarged on bail, but that the management did not allow him to resume duty and orally told him to report for his duty after his acquittal in criminal case. It is the further case of the concerned workman that he was acquitted of the charges by the Criminal Court, reported for duty but was refused employment. He has submitted the order of acquittal passed in his favour and in favour of many others which has been marked Ext. W-4. The concerned workman has also stated that on 20-3-74 Loknath Prasad, Marker, instituted a criminal case against him and the Court took cognisance offence but released him on bail and after being released on bail he reported for duty to the employer but the employer refused to give him employment. He has further stated that he was acquitted of the charge later by the Criminal Court and after the judgement of the Criminal Court he reported for duty but the employer refused to give employment. He has also stated that since he was not given employment by the management, he raised the present industrial dispute.

12. Upon consideration of the entire evidence, I come to the conclusion that the concerned workman was employed in Barakar Engineering & Works and that he worked there till 20-3-74. This being the position, it appears that he was in employment of Barakar Engineering & Foundry Works when it vested in the Central Government by the Nationalisation Act, 1973.

13. Shri R. S. Murthy has contended that the lock-out in the establishment was declared on 28-1-80 by the previous owner which continued till 14-11-86 and so the concerned workman can not have any claim for employment against the present owner. But the fact is that the concerned workman was not allowed to join his duty after he was enlarged on bail and after he was acquitted of the charges by the Criminal Court. Then again, it appears that the previous owner withdrew the lock-out and the idle period of the workman as a result of lock-out was treated as extraordinary leave without wages but with continuity of service. Hence, the plea of lock-out to resist the claim of the concerned workman for employment is of no avail.

14. Shri R. S. Murthy has submitted that the management has arrived at a settlement with the recognised union for regularisation of the employees of the Workshop as per the provision of N.C.W.A.III and extending other benefits. Shri Murthy has also stated that the management arrived at a settlement with the union for payment of gratuity to workmen who were superannuated or who expired or whose service were terminated after the date of take over by M/s. ECL. But all these agreements are bilateral. The concerned workman has firmly asserted that he was not a member of the union which sponsored the settlement. Accordingly, those settlements are not binding on the concerned workman.

15. Considering all these facts and circumstances, I came to the conclusion that the concerned workman is entitled to be reinstated in service. But there is no evidence on record with regard to the pay last drawn by the concerned workman or with regard to his qualification, academic or technical or experience. Considering all these aspect and regard being had to the financial position of the establishment which, according to the management, is far from stable, I direct the management to give employment to the concerned workman in such post as his qualification and experience may justify within one month from the date of publication of this award.

16. Accordingly, the following award is rendered.—The action of the management of Barakar Engineering & Foundry Works, Nirsha of M/s. E.C. Ltd. in refusing employment to Rajendra Prasad, the concerned workman, is not justified. The management is directed to give him employment within one month from the date of publication of the award on such terms and conditions as it may deem fit and proper after considering his experience and qualification.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer  
[No. L-20012/7-88-D.IV(A)/IR (Coal-I)]  
K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 5 सितम्बर, 1991

का. आ. 24/14--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रिय सरकार फूड कॉर्पोरेशन आफ इन्डिया, अदापुर के प्रबन्धन के संबंध नियोजका और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, गुजरात के पंचपट को प्रकाशित करता है, जो केन्द्रिय सरकार को 3-9-91 को प्राप्त हुआ था।

New Delhi, the 5th September, 1991

S.O. 2425.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Gujarat as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Adipur and their workmen, which was received by the Central Government on 3rd September, 1991.

Encl : 1

#### ANNEXURE

BEFORE SHRI H. R. KAMODIA, INDUSTRIAL TRIBUNAL, AHMEDABAD

Rew. (ITC) No. 21 of 1987

#### ADJUDICATION :

#### BETWEEN

Food Corporation of India, Adipur,

#### AND

The workmen employed under it.

In the matter of the demand regarding option for revised pay scales of 115 workmen of Vacuator Division of Kandla Port Trust, taken over by the FCI.

#### APPEARANCES :

Shri R. K. Shah, Advocate—the first party.

Smt. Niruben Vora, Advocate—for the second party.

#### AWARD

An industrial dispute between the above-named parties was initially referred under section 10(1) of the I.D. Act, 1947 for adjudication by the Govt. of India, Ministry of Labour under its Order No. L-42011/2/84-D.V. dtd. 23rd March, 1987 for adjudication to the Industrial Tribunal, Ahmedabad. It was initially heard by Shri S. J. Sheth. Thereafter it has come to this Tribunal by way of transfer under an appropriate order.

2. The industrial dispute relates to the following two questions as mentioned in the reference in question.

"1. Whether the action of the management of FCI, Adipur in not extending the option to elect revised pay scales to 115 workmen of Vacuator Division switched over from Kandla Port Trust to FCI, Adipur with effect from 1-1-1973 or from the subsequent date after drawing increments etc. is justified? If not, to what relief these workmen are entitled to and from what date?"



2. Whether the action of the management of Food Corporation of India Aizpur in not regularising the CPF/GPF subscription and contribution from 1963 to March, 1973 in respect of the workmen switched over from Kandla Port Trust to Food Corporation of India, Aizpur from GPF to CPF Scheme is justified? If not, to what relief the concerned workmen are entitled and from which date?

3. The second party has in its statement of claim Ex. 10 contended that 300 staff members working under the Kandla Port Trust for operation & maintenance of Vacuum Mjcs were taken over by F.C.I. w.e.f. 1-1-73. Those employees were initially appointed by the Kandla Port Trust authority on behalf of the erstwhile Food Deptt. in the year 1965. As per the agreement between the President of India and the Kandla Port Trust authority (hereinafter referred to as 'board'), the expenditure towards wages, allowances etc. incurred by it for these employees were to be borne by Food department and this department had agreed to take over these staff members from the board as and when necessary. In the meanwhile the functions of Food department at Kandla were taken over by Food Corporation of India from 1-3-1969 and thereafter the F.C.I. as a successor to the Food Deptt. had taken over the staff members referred above of the board with effect from 1-1-73. Thereafter the F.C.I. had set up a pay committee to go into revision of wages of its employees and the said committee gave its report and suggested the form and manner of fixation, as a result of which Food Corporation of India had issued a circular dated 6-5-76 which inter alia provided that the employees appointed by Food Corporation of India after 1-1-73 will be decided to have opted for the new scales from the date of their appointment and such employees who were on rolls of Food Corporation of India prior to 1-1-73 shall be given option to opt. for the revised scales of pay on any date after 1-1-73. The employees of the board were taken over by the F.C.I. with effect from 1-1-73. While fixing their pay the Corporation had taken into account the pay they used to draw on 31-12-72 and hence their pay w.e.f. fixed in such a manner that there was no loss in their emoluments on 31-12-72. Even confirmed employees were taken over from 1-1-73, without placing them on probation period. Consequently the Corporation cannot treat them as fresh recruits and enforce revised scales of pay upon them from 1-1-73 without giving an opportunity to them to exercise option in the matter of election of the new revised pay scales. They should have been treated on par with other regular employees of the Corporation who were on its roll prior to 1-1-73. Therefore the second party has prayed that the Corporation be directed to give to them a right or opportunity to exercise option in regard to the new revised scales of pay.

4. It is further contended in the statement of claim that the employees of the board who were taken over by the Corporation with effect from 1-1-73 were governed by GPF scheme. In all 323 employees were taken over by the Corporation from the board on 1-1-73. Out of them 201 employees were on work-charged establishment and they were covered by CPF scheme. Out of 122 employees who were of the regular establishment 16 were permanent employees of the board and had opted for CPF scheme. So far as 106 employees are concerned they were contributing towards CPF scheme and were entitled to the benefits on their retirement. However, consequent on their take over by the Corporation with effect from 1-1-73, it had unilaterally brought these 106 employees under CPF scheme without giving an opportunity to them to select between two schemes or without deciding the manner in which the benefit for the period they were covered by GPF will be decided. A number of meetings were held, before the management of the Corporation and the union representing the affected employees. It appears that the management had agreed that this fact was not considered at the time of take over. A mention of this fact was made in the minutes of the meetings held with the management on 18-3-74 and thus the management had promised to give option which was never given to these employees, and thus the continued to be governed by the GPF scheme. Shri Mewaram was the head mechanic. All retired from service in 1974 and was

para pension since he was contributing to GPF scheme. Thus the Corporation had adopted a discriminatory treatment towards 106 employees and Shri Mewaram. In its statement of claim the second party has re-produced certain provisions contained in FCI Act, 1964. It has also narrated the evidence in support of their contention. This statement of claim is argumentative in nature and as it is not necessary for me to re-produce those facts. They will have to be considered at an appropriate stage while trying to decide the demands of the second party. Therefore it had prayed to direct the first party to give to the employees a chance to exercise option whether he would like to continue under the GPF scheme or to opt. for CPF scheme w.e.f. 1-1-73 when they were taken over from the board by the Corporation.

5. The first party has resisted the statement of claim filed by the second party by filing its written statement Ex. 15. It has raised a preliminary contention. According to it no notice was served to the Corporation before the reference is made and so it is bad in the eyes of law. Initially the Ministry of Labour had rejected the request for making a reference and so this reference is barred by the principles of res-judicata. The second party has also moved the High Court of Gujarat vide SCA No. 1774 of 1984 in respect of the same prayer and so also this reference is not reliable. It is also liable to be rejected on the ground of delay. It has admitted certain facts. The employees in question were initially under the administrative control of the board. It admits that they were taken over by it with effect from 1-1-73. However, before they were taken over by it they were certainly not the employees of the Regional Directorate of Food Corporation of India and they were all along governed by the rules of the board upto 31-12-72 and in their appointment order also no mention about their appointment on department of food was made. Therefore, they could not be treated as employees of the department of FCI upto 31-12-73. The services of all the employees of the Food department were statutorily transferred to the Corporation under section 12-A of the FCI Act, 1964 and options were taken from them as required under its sub-section (4) and 4-A, whereas the employees in question were directly taken over from the board to avoid their retrenchment under the specified terms and conditions contained in the office order dt. 18-9-1973. Thus their services were not transferred to the Corporation under section 12-A of the FCI Act, 1964 and consequently they were not entitled to have a right in the matter of exercise of option as required under sub-section (4) and (4-A) of Section 12 of the FCI Act, 1964. It is true that those employees who were on the muster roll of Corporation prior to 1-1-73 were given option to opt for revised scales of pay on any date after 1-1-73. The services of the employees in question were taken over by the Corporation in pursuance of Clause 19 of the agreement dated 8-4-65 between the President of India and the trustees of the Kandla Port Trust with effect from 1-1-73 on specific terms and conditions contained in the office order dated 18-9-1973 and so they were entitled for the option as they were appointed to the respective post on or after 1-1-73. The employees who joined the Corporation on or after 1-1-73 automatically came over to the revised scales of pay and as such question of giving option to them did not arise. They had raised such a demand and the Ministry of Labour, Govt. of India had declined to make a reference. Shri Mewaram was initially appointed on 2-11-51. He was permanent employee of the board and subsequently transferred to Food department on 28-4-1965. Thereafter he was taken over by the Corporation w.e.f. 1-1-73. He attained the date of superannuation on 30-6-74. He had put in half year service in the Corporation on deputation. The board had settled his pension case. It was clearly mentioned in the office order dt. 18-9-1973 that the employees will be governed for service matters by the FCI staff regulations, 1971 and they would be governed by the FCI CPF regulations w.e.f. 1-1-73. It is also clarified that CPF balance of their credit lying with the board will be transferred to new CPF a/c. This office order was served individually on each and every employee and thereafter new CPF acs, Nos. were allotted to them by the Corporation after obtaining applications in the prescribed forms under the scheme. It has also contributed towards CPF as per the regulations and none of them had

raised any objection at that time either orally or in writing, therefore the second demand is belied and so it is, not required to be considered. This written statement is also argumentative in nature or it narrates details of the agreement and provisions of law. It is not necessary for this Tribunal at this stage to re-produce in extens all these facts because they are required to be considered at the time of finally deciding the matter. Therefore on these grounds it has prayed to dismiss the reference with cost.

6. Shri Lekhraj A. Tikchani was examined at Ex. 22 on behalf of the second party. Shri Prabhu M. Purak Ex. 38 was examined on behalf of the first party. This is the only oral evidence on the record. Parties have produced certain documents. They rely on these documents in support of their respective contentions.

7. The matter was adjourned from time to time for hearing arguments. Very many dates were given for this purpose. However, I am pained to observe that the learned advocate of the first party had not availed of these opportunity for the purpose of making oral submissions before this Tribunal in support of the case of the first party. Consequently this Tribunal had no other alternative, but to hear the learned advocate of the second party only. Accordingly I had heard the learned advocate of the second party. I have gone through the entire record of this case.

8. There are two demands which are required to be decided. I will first of all decide the demand No. 2 which is as under :—

“Whether the action of the management of Food Corporation of India Adipur in not regularising the CPF/GPF subscription and contribution from 1963 to March, 1973 in respect of the workmen switched over from Kandla Port Trust to Food Corporation of India, Adipur from GPF to CPF scheme is justified? If not, to what relief the concerned workmen are entitled and from which date

The main bone of contention of the first party is that the employees engaged in the vacuator division operated by the board before 1-1-73 cannot be treated as the employees of the Department of Food or Food Corporation of India upto 31-12-1972 and so Section 12-A of FC Act will not be applicable. In this connection it is important to take into consideration the agreement entered into between the President of India and the Trustees of the Port of Kandla. It is at Ex. 28. The second paragraph of this agreement clearly says that the board was then willing to act as an agent of the government for the purpose of operation and maintenance etc. This agreement is dtd. 8-4-1965. So the employees in question were appointed by the board on behalf of the government of India or its Food department as its agent. It is an important aspect which cannot be ignored very lightly. It has got a substantial bearing for the purpose of deciding the above demand No. 2. This agreement runs into 21 clauses. The clause 13 of the agreement authorised the board to recruit the required technical and other staff for that work. This was to be done by the board as the agent of the Govt. of India or its Food department. By clause 14 the board was assured that the entire expenditure incurred by it for maintenance of Vacuator division at Kandla will be re-imbursed by the Govt. of India. By Clause 17 Govt. of India had agreed to pay Rs. 10 lakh as advance for meeting the initial expenditure. It is also pertinent to note that the Govt. of India had agreed by clause 18 of the agreement to pay an extra amount to the board for managing the Vacuator division. It had agreed that in addition to the reimbursement of total expenditure the board shall be entitled to receive by way of supervision and overhead charges the amount mentioned therein. Now the board was required to maintain extra staff for the purpose of managing staff employed for Vacuator division and so naturally the board would be entitled to reimbursement of that amount and that it why by paragraph 18 of the agreement Govt. of India had agreed to pay to the board extra amount in the name of supervision and overhead charges. Clause 19 of the agreement is also very important. By this clause the

Govt. of India had agreed that on the conclusion or termination of the agreement, the Government shall take over staff engaged by board for working this agreement. It is in this way that they were the employees of the Govt. of India. The board had merely to act as an agent. The entire expenditure incurred by the board on those members of the staff used to be borne by the Govt. of India which had agreed to take them over on conclusion or termination of the agreement. So they were the employees of the Govt. of India. They were employed through the agency of the board. The deputy secretary of the Govt. of India had on 8-4-76 written a letter to Dy. Chief Pay and Accounts officer, Bombay, wherein he had conveyed the sanction of the President to the settlement, the details of which were narrated therein. A dispute had arisen as to who should pay leave salary of the staff eventually transferred to FCI. It was decided that the leave salary of the staff eventually transferred to FCI, paid by the board for the leave earned from 1-3-65 to the date of their transfer will be borne by the department of Food and Food Corporation of India. So the board was not held liable for the pay or leave salary of those member of the staff because it had merely acted as an agent. They were held the control of Government of India. It was also decided that pensionary liability and liability of CPF of the staff taken over by the FCI would commence from 1-3-65. So this liability was not to commence from 1-1-73, the date on which the members of the staff were taken over by the FCI. It is in this way that the FCI had agreed to shoulder the pensionary liability and the liability of CPF of those members of the staff with effect from 1-3-65, which will clearly go to show that there was no break in service. The services of member of staff were thus treated as continuous from 1-3-65. They were deemed to be in the service of the FCI from 1-3-65 because this liability was saddled on FCI. If the previous service was not to be taken into consideration they would have been entitled to retrenchment benefits. However, it is an admitted fact that the members of the staff were not paid any retrenchment benefits, for the service rendered by them prior to 1-1-73. This is because of the fact that service rendered before 1-1-73 was treated as continuous and consequently the liability in respect of that period was accepted by FCI. There is an admission made by the first party in its written statement at Ex. 15. At page No. 3 it has contended that the services of the employees were taken over directly from the board to avoid their retrenchment and to engage them for other services. So they were not treated as retrenched. They were transferred to some other services and thus their past service had not come to an end. They continued to remain in service with continuity of the past services rendered by them under the management of the board. Thus the board had never agreed to share any responsibility for payment of any service liabilities for the staff who were appointed exclusively for vacuator division work. Those employees had worked under the administrative control of the board exclusively as an agent of the Food department of Govt. of India. The members of the staff had subscribed to GPF scheme and so they were entitled to pension benefits. After they were taken over by the FCI they were brought under the CPF Scheme in the FCI. This was an arbitrary and unilateral decision taken by FCI because before that it had not heard the affected workmen and at the same time it had not given them any choice or option. This question was therefore, raised by the union representative in the meeting held on 18th, 19th March, 1974 in the chamber of the Regional Manager, Food Corporation of India, Ahmedabad. Its minutes were prepared. The xerox copy of the minutes is at Ex. 2, 3. Para 5 of the minutes is important. It clearly shows that the union representative Shri Shah had then raised a question about pensionary benefits available to the affected staff prior to the coming over to the Corporation and stated that the Corporation had unilaterally brought them under the CPF without giving them a choice of option. It is further mentioned in the minutes that the Regional Manager then said that this factor was not taken into consideration at the time of taken over. He also assured that this will immediately be looked into and asked the D.M. (A/cs.) to go into the details and give concrete proposals to ensure that the staff are given one option to continue or discontinue under the various scheme of PF consistent with the rules of Govt. of India and the FCI. Thereafter no concrete steps were taken to implement this assurance given to the union representative in that meeting. This will go to show

that the grievance thus voiced by the union representative in regard to the pensionary benefits had convinced the then Regional Manager, who had in turn imparted certain instructions for doing the needful in the matter.

9. As discussed above the staff of Vacuveyor division was taken over by the FCI and so all the employees of the said division were transferred to the FCI. In the letter at Ex. 29 it was admitted that the staff engaged for operation and maintenances of the vacuveyors at the KPT were to be taken over by the FCI. This letter is dt. 6th July, 1973. It is further mentioned in that letter that it was decided to do so with effect from 1-1-73. So before this letter was written, effect was already given with effect from 1-1-73. There is nothing on the record to show that before the members of the staff were taken over or transferred to FCI they were required to express their willingness or otherwise. Thus they were not given any choice. This was therefore an arbitrary act on the part of the concerned authority. There are, therefore, reasons to believe that their transfer was effected on the strength of the provisions contained in Sec. 12 of the FC Act, 1964. This Act permits the transfer of members of the staff. There are statutory provisions. Therefore, if the transfer is made on the basis of this statutory provision it will not amount to arbitrary or unilateral action on the part of the employer. This is more so because Section 12A contains certain safeguards. They give some protection to the employees. This section cast a duty on the transferee employer to give option in regard to certain matters. Such an option was not given to the concerned members of the staff. This was therefore a clear breach of the provisions contained in Section 12A of the Act. Hence in order to get out from this position the first party has come out with a contention that they were not transferred under section 12A of the Act. If that is so, they could not have been transferred without obtaining their willingness in writing and as no willingness was obtained from him, the principles of natural justice required the transferee employer to give them a chance to express their willingness or option in regard to certain matters. Their Service conditions cannot be affected by an administrative transfer. The first party appears to bank on the office order dt. 18-9-73. Its xerox copy is at Ex. 30. It was issued in pursuance of clause 19 of the agreement dt. 3-4-65 entered into between the President of India and the Trustees of the Port of Kandla. By this office order the Food Corporation of India took over the staff of the Vacuveyor division of the Kandla Port Trust with effect from 1-1-73 on the terms and conditions mentioned therein. So they were taken over on 1-1-73 and this office order was issued more than 8 months thereafter. The terms and conditions on which they were taken over was also issued more than 8 months thereafter. This was not proper. It appears that this office order was issued to circumvent the provisions contained in Section 12-A of the Act and more particularly provision regarding the option to be given to the affected persons. Therefore, the decision of the FCI that those employees would be governed by the FCI's CPF regulations must be held to be unilateral. Such a decision cannot be imposed upon them. Such a decision is contrary to the provisions contained in Section 12-A of the Act. As already discussed by me they were the employees of the Food Department/GOI. They were placed under the administrative control of the board which was discharging some duty of Government as its agent. I have discussed it at length in the above paragraph and more particularly with reference to certain clauses of the agreement entered into between the President of India and the board. Before they were transferred they were governed under the CPF scheme and so they were entitled to all the pensionary benefits as it was offered to Central Government employees by the Union of India. As the Union of India decided to transfer them to the FCI they ought to have been given an opportunity to say whether they want to opt for the CPF scheme or CPF scheme. This option was not given to them. They were governed by the CPF scheme and on account of their transfer the FCI unilaterally or arbitrarily switched them over to CPF scheme without obtaining their willingness in writing. As they were working as Central Government employees under an agreement of 1965 as per Ex. 28 they could not have been transferred to FCI under an administrative order particularly when there is a provision contained in Section 12-A of FCI Act for such transfer. Hence their transfer must necessarily fall or governed by Section 12-A of the FCI Act, 1964. This Act was enacted to provide for establishment of FCI for the purpose of trading in foodgrains and other food stuffs and for matters connected therewith. On

constitution of the FCI under Section 3 of this Act, the work pertaining to the trading in foodgrains and other food stuffs and for matters connected therewith which was carried out by the Government was transferred to the FCI. Consequently the employees of Central Government performing the duties of the post connected with the work of the foodgrains trading were also sought to be transferred in the FCI. In view of such transfers the said provision of such transfer of government employees to the Corporation was made by Sec. 12-A of the Act. Sub-section (4) of this section requires the employer to give option to the transferred employees in regard to the leave, provident fund etc. Thereafter sub-section (4-A) was inserted by Act No. 12 of 1977 which gave a fresh option to the employees transferred to the FCI. Such options were not given to the concerned workman and that too on the only ground that they were not transferred under section 12-A of the Act but they were transferred under an administrative order. As the concerned workman were Central Government employees they were eligible for pensionary benefits, gratuity etc. The FCI has by applying the CPF scheme to them deprived them of the pensionary and other benefits. This was nothing but an arbitrary act on the part of the FCI. It was held by the payment of Appellate authority under the payment of Gratuity Act that the FCI was liable for making payment of gratuity prior to March, 1973. This decision was challenged by FCI before the High Court of Gujarat which was pleased to dismiss it. It is an admitted fact that one Shri Mevaram was working under the administrative control of the board. He was taken over by the FCI alongwith other members of the staff of the Vacuveyor division. He attained the age of superannuation with effect from 13-6-1974. He had put in 1-1/2 years service in FCI even though the FCI was made to pay gratuity to him for the entire period of service rendered by him in the board and the FCI. The pensionary benefits were also made available to him whereas this has been denied in the case of the concerned workmen. This is nothing but a clear case of discrimination. This cannot be allowed to continue to remain. Therefore the contention of the first party that the concerned workmen were not required to be given the right to exercise option in regard to the provident fund because they were not transferred under section 12-A of the FCI Act, 1964 is not tenable. They were transferred under this provision of law as they are Central Government employees. Therefore, Central Government could not have transferred them optionally under section 12-A of the Act. When a statutory provision is found to have been made for transfer of Central Government employees under certain circumstances their transfer will have to be treated as having been made under that specific provision of law. Therefore there is considerable substance in the demand No. 2 put forward by the second party and so it will have to be granted.

#### 8. The demand No. 1 is as under :-

"Whether the action of the management of FCI, Adipur in not extending the option to elect revised pay scale to 115 workmen of Vacuveyor Division switched over from Kandla Port Trust to FCI, Adipur with effect from 1-1-1973 or from the subsequent date after drawing Increments etc. is justified? If not, to what relief these workmen are entitled to and from what date?"

The second party had set up a committee to go into the revision of pay scales of the staff working in FCI in different categories. That committee had submitted its report which was circulated by FCI vide circular No. 1/1/1976/NPL/CEL dated 1-5-1976. That circular interalia provided that the staff members appointed by the FCI before 1-1-1973 should be given option to opt for fixation of pay even on a later date. Such an option was not given to the concerned workman on the ground that they were not on the rolls of FCI before 1-1-1973. They were taken over by FCI on 1-1-1973 and so such an option was not given to them. With the result that their pay in the revised pay scales was fixed with effect from 1-1-1973 with the next increment on 1-1-74. It is the contention of the second party that the concerned workmen should have been given option treating him as in the service of the FCI before 1-1-1973. There is considerable substance in this contention. I have in the above paragraphs discussed in detail some background and observed that their services were treated as continuous. They were not paid retrenchment compensation for the period of service rendered by them before 1-1-1973. They are also not given the amount of gratuity by the board or the GOI in respect

of the period of service rendered by them before 1-1-1973, but the FCI was made responsible for payment of gratuity of that period also. This will, therefore go to show that their services upto 1-1-1973 had not come to an end and their services had continued. They were merely transferred to FCI which had not resulted in termination of their previous services. Their amount credited in PF scheme were also taken over or transferred to FCI while switching them over to CPF scheme.

Therefore for all legally intended purposes they must be deemed to have been in the service of the FCI before 1-1-1973 particularly when the period of service rendered by them before 1-1-1973 will have to be taken into consideration by FCI even for payment of gratuity of that period. So the FCI is saddled with the liability of payment of gratuity of the service rendered before 1-1-1973. This will mean that FCI will have to treat them as in its service before 1-1-1973. This being the position the FCI was required to give them option in regard to the date from which they would like to be placed in the revised pay scales. It is not necessary for me to repeat the reasons detailed by me in the above paragraph of this judgement. There are therefore the reasons for upholding this demand of the second party.

9. In the result both the demands will have to be granted as they are proved to be just and proper. So I pass the following order.

#### ORDER

The present reference is allowed and so the first party is directed to give to the workmen S/Shri :—

1. Miss G. K. Dudhani
2. S. H. Madanani
3. R. U. Ahuja
4. S. R. Gupta
5. P. T. Khushlani
6. Ramchand D.
7. Dhanji Bharmal
8. Hasim Mangu
9. Panchan Devji
10. Hirachand Zha
11. Balram H.
12. M. S. Nathani
13. J. S. Pandya
14. Aziz Ahmed
15. Pohumal K.

the option as per page 3 of the Circular No. 1/1/1976/IMPL/CELL dated 1-5-1976 and thereafter fix their pay and next increments accordingly. The concerned workmen on their transfer to FCI with effect from 1-1-1973 were entitled to exercise option under section 12-A(4) of the FCI Act, 1964. So the first party is directed to give to them the said statutory right for exercise of option in regard to the matters enumerated in that provision of law and thereafter take necessary steps accordingly. The first party is directed to pay to the second party Rs. 300/- by way of cost and bear its own.

Sd/- N. N. Patel,

SECRETARY,

Ahmedabad, the 5th August, 1991.

H. R. KAMODIA, Industrial Tribunal.  
(No. L-42011/2/84/D.V)

२६ दिवनी, ५ सितम्बर 1991

का. भा. 2425.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोहन कोलियरी आफ मे. डब्ल्यू. सी. एल., कान्हात एरिया, के प्रबन्धन में संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निविद औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

New Delhi, the 9th September, 1991

S.O. 2426.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mohan Colliery of Western Coalfields Ltd., Kanhan Area of their workmen, which was received by the Central Government on the 22nd August, 1991.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)  
Case No. CGIT-1C(R)(9)/1988

#### PARTIES :

Employers in relation to the management of Mohan Colliery of M/s. W.C. Ltd., Kanhan Area, P.O. Durgaria, District Chhindwara (M.P.),

#### AND

The dependant of Sri A. B. Oktey represented through the Legal Adviser, R.K.K.M.S. (INTUC), P.O. Chandametta, District Chhindwara (M.P.).

#### APPEARANCES :

For Workman/Union—S/Shri Radhey Shyam and Chatterji.

For Management—S/Shri G. R. Bhandari Director (P), D. Mewar and A. K. Shashi Advocate.

INDUSTRY : Coal Mining. DISTRICT : Chhindwara (M.P.)

#### AWARD

Dated, August 12, 1991

This is a reference made by the Central Govt. Ministry of Labour, vide its Notification No. L-21012(72)/86-D. IIB/IV.B.dated 4th January, 1988, for adjudication of the following dispute :—

“Whether the action of the Management of Mohan Colliery of Western Coalfields Ltd., P.O. Junnardeo, District Chhindwara in not providing employment to the dependant of Sri A. B. Oktey a medically unfit worker as per the provisions of NCWA-III is justified? If not, to what relief the workman is entitled?”

2. The case was at the stage of recording evidence of parties but instead of adducing evidence parties have filed a Memorandum of Settlement and verified the same. The terms of Settlement as incorporated in the Memorandum are as under :—

- (1) The management will provide employment to one dependant of Late A. B. Oktey, Ex. Mech. Fitter, Mohan Colliery in any Colliery/Unit of Kanhan Area as per the definition given under the NCWA.
- (2) The dependant will be entitled for wages and other benefits from the date he joins duty without any past liabilities.
- (3) It is agreed by both the parties that this settlement will be filed before the CGIT, Jabalpur, giving a consent award on the basis of this settlement.
- (4) The Union/workman will not quote this settlement as a precedence in any other case.
- (5) This is full and final settlement in respect of employment to dependant of late A. B. Oktey, Ex-Mech. Fitter, Mohan Colliery.

3. The terms of settlement appear to be just and fair I therefore give my award in terms of the settlement arrived at between the parties. Parties shall bear their own costs.

V. N. SHUKLA, Presiding Officer  
(No. L-21012/72/86-D.III(B)|D.IV(B))

का. आ. 2427--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नन्दन नं. 1 कोलियरी आफ डब्ल्यू. सी. एल. के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2427.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nandan Mine No. 1 W.C. Ltd., P.O. Damua, District Chhindwara (MP) of their workmen, which was received by the Central Government on the 22nd August, 1991.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(86)/1988

## PARTIES :

Employers in relation to the management of Nandan No. 1 Colliery of W.C. Ltd., P.O. Damua, District Chhindwara (MP),

## AND

Their workman Smt. Shantibai, Widow and dependent of Late Shri Pannilal, Ex-Tub loader, represented through the M.P.K.K.M.P. (HMS), P.O. Junnardeo, District Chhindwara (M.P.).

## APPEARANCES :

For Workman/Union—Shri G. N. Shah.

For Management—S/Shri G. R. Bhandari, Director (Personnel) and A. K. Shasi, Advocate.

INDUSTRY : Coal Mining DISTRICT : Chhindwara(MP)

## AWARD

Dated : August 12, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/20/88-D.III(B), dated 8th August, 1988, for adjudication of the following dispute :—

“Whether the action of the management of Nandan No. 1 Colliery of WCL, PO Damua, District Chhindwara (M.P.) in not providing employment to Smt. Shantibai, Widow and dependent of Late Shri Pannilal, Ex-Tub Loader is justified. If not, what relief is she entitled to?”

2. Parties filed their pleadings and documents and the case was fixed for admission and denial of documents and settlement of issues.

3. Case was taken up at Parasias at the request of the parties concerned on 30th July, 1991 on which date Shri G. N. Shah representing the workman stated that the Union does not press the claim of the workman. Therefore further proceedings could not be held and the case was closed for award. In view of the above statement of Shri Shah I record a No Dispute Award with no order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-21012/20/88-D.III(B)]

का. आ. 2428--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नन्दन कोलियरी आफ डब्ल्यू. सी. एल. कान्हन एरिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

2366 GI/91—11

S.O. 2428.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Western Coalfields Ltd., Kanhan Area, P.O. Dungaria, Distt. Chhindwara of their workmen, which was received by the Central Government on the 22-8-91.

## ANNEXURE 'A'

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(218)/1989

## PARTIES :

Employers in relation to the management of Nandan Colliery of W.C.L. Kanhan Area, Post Dungaria, District Chhindwara (M.P.) and their workman, A. W. Qureshi, Electrical Foreman Grade 'B', represented through the Joint Secretary, Rashtriya Koyala Khadan Mazdoor Sangh (INTUC), Post Chandametta-480447 (MP), District Chhindwara.

## APPEARANCES :

For Union—S/Shri Radhey Shyam and C. Bhattacharji.

For Management—S/Shri G. R. Bhandari, Director (Personnel) and A. K. Shasi, Advocate.

DISTRICT : Chhindwara (M.P.)

INDUSTRY : Coal Mining.

## AWARD

Dated : August, 13, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(128)/89-IR(Coal-II) dated 26th October, 1989, for adjudication of the following dispute :—

“Whether the action of the General Manager, W.C. Ltd., Kanhan Area in relation to their Nandan Colliery in not regularising/promoting Sri A. W. Qureshi, Electrical Foreman, Grade 'B' to the post of electrical Foreman Tech. Grade A and not giving him the payment along with arrears of officiating allowance w.e.f. 3-5-1985 is justified? If not, to what relief the workman concerned is entitled?”

2. After filing of the respective statement of claims by the parties the case was being fixed for filing of rejoinder and documents etc. at the request of the parties. But on the request of the parties have stated that they have arrived to a settlement that the workman Sri A. W. Qureshi shall be promoted as Foreman Incharge in Technical and Supervisory Grade A with effect from 1st March, 1990 with consequential benefits arising therefrom. I therefore record my award in terms as agreed to by the parties and make no order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-22012(128)/89/IR(C-II)]

का. आ. 2429--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नन्दन कोलियरी आफ डब्ल्यू. सी. एल. कान्हन एरिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2429.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government In-

Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Nandan Colliery of W.C.L., P.O. Damua, Distt. Chhindwara (M.P.) and their workmen, which was received by the Central Government on the 22nd August, 1991.

### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(194)/1987

### PARTIES :

Employers in relation to the management of Nandan Colliery of W.C.L., Kanhan Area, P.O. Damua, Distt. Chhindwara (M.P.) and their workman Dinesh Kumar, represented through the General Secretary, M.P.K.K.M.P. (HMS), P.O. Umardeo, District Chhindwara (M.P.)

### APPEARANCES :

For Workman/Union—Shri G. N. Shah.

For Management—S/Shri G. R. Bhandari, Director (Personnel) & A. K. Shasi, Advocate.

INDUSTRY Coal Mining. DISTRICT : Chhindwara (M.P.)

### AWARD

Dated : August 12, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/30/87-D.III(B) dated 9-9-1987, for adjudication of the following dispute :—

“Whether the action of the management of Nandan Colliery of W.C.L. Kanhan Area, P.O. Damua, Dist. Chhindwara (M.P.) in not providing employment to Shri Dinesh Kumar dependent of late Hemraj, Badli tub loader/DPR of Nandan Colliery is justified? If not, to what relief the worker is entitled?”

2. Parties contested the dispute by filing their respective pleadings and documents. The case was at the stage of recording evidence of parties. On 30-7-1991 parties resolved their dispute and agreed before this Tribunal as under :—

1. That Shri Dinesh Kumar, Dependent of late Hemraj, Badli Tub-loader/DPR of Nandan Colliery shall be given employment within six months from today on compassionate ground.

2. He will be posted anywhere in W.C.L. according to need and the employment will be subject to medical fitness.

3. This is full and final settlement.

4. Parties shall bear their own costs.

3. The above terms being just and fair I record my award in terms as agreed to by the parties but make no order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. 21012/30/87-D.III(B)]

नई दिल्ली, 11 सितम्बर, 1991

का.आ. 2430.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गिरमिंट कोलियारी आफ मै. ई.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

New Delhi, the 12th September, 1991

S.O. 2430.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Girmint Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on the 22-8-91.

### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

AT CALCUTTA

Reference No. 80 of 1988

### PARTIES :

Employers in relation to the management of Girmint Colliery of M/s. E.C. Ltd., P.O. Charanpur, Dist. Burdwan

### AND

Their workmen.

### PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

### APPEARANCES :

On behalf of management—Mr. P. Banerjee, Advocate.

On behalf of workmen—None.

STATE : West Bengal.

INDUSTRY : Coal.

### AWARD

By Order No. L-19012(143)/86-D.IV(B) dated 9th June, 1987, the following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour :

“Whether the action of the Management of Girmint Colliery of M/s. ECL, P.O. Charanpur, Dist. Burdwan was justified in not designating S/Shri Manik Ch. Das, Sk. Musaraf Hussain and Nanda Kishore Mishra as Turner in Cat. V w.e.f. 1-3-1978 in consonance with their Trade Diploma and job performance? If not to what relief the workmen are entitled and from what date?”

2. On 20th June, 1991, today's date of hearing was fixed in the presence of the learned Advocate for the workmen.

3. Inspite of that today he is not present and Mr. Banerjee is present for the management.

4. Such being the position, I feel that no useful purpose will be served by keeping the reference pending and as such I dispose of the same without entering into the merits of the case.

MANASH NATH ROY, Presiding Officer

[No. L-19012/143/86-D.IV(B)]

Dated, Calcutta,  
The 8th August, 1991.

का.आ. 2431.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लोयार केन्डो कोलियारी आफ ई.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।



S.O. 2431.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Lower Kenda Colliery of M/s. E.C. Ltd. of their workmen, which was received by the Central Government on 22-8-1991.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 19/89

## PRESENT :

Shri N. K. Saha, Presiding Officer.

## PARTIES :

Employers in relation to the Management of Lower Kenda Colliery of M/s. E.C. Ltd.

AND

Their workman.

## APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri Manoj Mukherjee, Advocate.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 29th July, 1991

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(165)/88-D.IV(B) dated the 11th April, 1989.

## SCHEDULE

"Whether the action of the Management of Lower Kenda Colliery of M/s. E.C. Ltd., P.O. Bahala, Dist. Burdwan in dismissing Sri Chabu Harijan, Underground Loader w.e.f. 5-8-86, is justified? If not, what relief the concerned workman is entitled to?"

2. The case of the management in brief is that in 1986 Sri S. K. Sinha, MW-1 was posted as Engineer (Civil) at Lower Kenda Colliery under Eastern Coalfields Ltd. Sri Chabu Harijan the concerned workman was an underground loader of that Colliery and he used to live in Colliery quarters near his place of work.

3. On 7-5-86 at about 10/10.30 a.m. while Sri Sinha was going to his office the concerned workman came to him and insisted for visiting his quarter for inspection of proposed repair work. Sri Sinha told him that he had come urgent work and he would visit his quarter after completing his work. While Sri Sinha was about to enter his office Chabu Harijan caught hold of his right hand and dragged him towards his quarter. Finding no other alternative Sri Sinha went to the quarter of Chabu Harijan with his men.

While Sri Sinha was inspecting the quarter of Chabu Harijan his men were standing outside. All of a sudden Chabu Harijan took up a lathi and assaulted Sri Sinha on his shoulder from back side. When Chabu Harijan was about to assault him for the second time he snatched away lathi from the hand of Chabu Harijan and threw it away. Chabu being enraged abused Sri Sinha in filthy language. Then Sri Sinha came back to his office and reported the incident to higher authority.

4. On the basis of the report submitted by Sri Sinha, Chabu Harijan was served with a chargesheet and a domestic enquiry was held. In that enquiry he was found guilty and ultimately he was dismissed from service w.e.f. 5-8-86.

5. A dispute was raised by the concerned workman. The attempts of conciliation failed. The matter was sent to

the Ministry of Labour and ultimately it has been referred to this Tribunal for adjudication.

6. The case of the concerned workman in brief is that there was no such incident on that date as alleged from the side of the management. About one month before the date of alleged incident there was a strike in the Colliery and this workman took leading part in that strike and out of that grudge he has been roped up in a false case with concocted story.

7. In this Reference the Union challenged the validity and fairness of the domestic enquiry. After hearing this the Tribunal has found that in the domestic enquiry the principles of natural justice were violated and it was not properly and fairly held. So by order dated 9-8-90 the entire finding of the domestic enquiry was set aside and this Court decided to hold a fresh enquiry on merits and accordingly a fresh enquiry has been held by this Tribunal.

The Tribunal has held the fresh enquiry on the basis of the charge sheet Ext. M-1 which was framed by the management against the concerned workman. The relevant portion of the chargesheet reads as follows :

"It is reported that on 7-5-86 at about 10 A.M. you obstructed Sri S. K. Sinha, Engineer (C) Lower Kenda Colliery from entering his office and the office of the undersigned by catching hold of his arm and forced him to inspect your quarter. Subsequently when he along with the Civil Overseer of the Colliery visited your quarter on the same day, you assaulted him with a lathi on his left arm when he was inspecting, as a result of which he sustained injury. You also abused him in filthy language."

8. It is apparent from the charge that there are two parts of the story. So let us consider each part separately.

We find that in the first part it has been alleged from the side of the management that while Sri Sinha was about to enter his office, Bhabu Harijan was making 'goimad' there. He asked Sri Sinha to go to his quarter at that particular time to which Sri Sinha did not agree. Then Chabu Harijan dragged him towards his quarter and ultimately he was compelled to go to the quarter of Chabu Harijan as we find from the statement of Sri Sinha MW-1. Sri Sinha has stated that he did not call any other person excepting his Overseer as such type of incident occur very frequently. He realised that force was used against him for going to the quarter of Chabu Harijan. The learned Lawyer for the workman has urged before me that the Court must disbelieve the story as Sri Sinha did not ask for any help from security guard and others. But considering the entire statement of Sri Sinha and the facts and circumstances of the present case, I do not find any inconsistency in this part of the story stated by Sri Sinha. So I find that this part of the story has been proved beyond any shadow of doubt.

In the second part of the story it has been stated that Sri Sinha was assaulted while he was inspecting the quarter of Chabu Harijan. From the statement of Sri Sinha I find that there was no provocation from his side. It is very difficult to believe that he was assaulted without any provocation though he was inspecting the quarter of Chabu Harijan as insisted by him. The other witness of this case is the Overseer of Sri Sinha. He was standing outside the quarter of Chabu Harijan at the relevant time. It has been claimed that Sri Sinha was examined by the Doctor of the Colliery hospital. In support of that the outdoor tickets Exts. M-8 and M-8/1 have been filed, but no Doctor has been examined in this case by the management. It appears that there was no external injury. So considering all the facts and circumstances of the present case, I find that the management has failed to prove beyond shadow of doubt that Sri Sinha was assaulted by Chabu Harijan.

9. As regards the defence case that the workman has been falsely implicated in this case, I find that it does not sound probable as there is no convincing evidence.

So I find the first part of the charge has been proved and for that I find the workman guilty. But the management has failed to prove the second part of the charge.

10. Now comes the question of punishment. In this case the concerned workman has been dismissed from service w.e.f. 5-8-86. The learned Lawyer for the management has taken me through the cases reported in Lab. I.C. 1978 page 899, Lab. I.C. 1978 page 1256, 1976 Supreme Court Cases page 92 and 1990 Lab. I.C. page 844 and relying on the principles laid down in those cases he has urged before me that in this case the punishment awarded was proportionate with the offence committed by the workman. With due respect to his contention I like to say that every case comes with some peculiarity of its own. In the instant case we find that force was used for taking the officer to the quarter of the concerned workman. At the present time dismissal from service is worse than capital punishment. The Hon'ble Supreme Court has held that capital punishment shall be imposed only in rare of the rarest cases. Considering the nature of the offence committed by the concerned workman in the instant case I find that the punishment is not proportionate with the alleged offence. I find that in a case like the present one if 80% (eighty percent) of the back wages be forfeited as penalty that would meet the ends of justice.

11. In the result I find that the action of the Management in dismissing Sri Chabu Harijan. Underground Loader w.e.f. 5-8-86 was not justified. The concerned workman Chabu Harijan shall be reinstated in service with immediate effect with 20% (twenty per cent) of back wages and the remaining 80% (eighty percent) of his back wages is forfeited as penalty.

This is my award.

N. K. SAHA, Presiding Officer  
[No. L-22012/165/88-D.IV (B)]

का.आ. 2432.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सतग्राम कोलियारी (आर) आफ ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2432.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Satgram Colliery (R) of E.C. Ltd. of their workmen, which was received by the Central Government on 22-8-91.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 23 of 1984

#### PARTIES :

Employers in relation to the management of Satgram Colliery (R), P.O. Devchandnagar, Dist. Burdwan.

#### AND

Their workmen.

#### PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer

#### APPEARANCES :

On behalf of management.—None.

On behalf of workmen.—None.

STATE : West Bengal

INDUSTRY : Coal

#### AWARD

A dispute was raised by the workmen and referred to this Tribunal for adjudication by the Government of India, Ministry of Labour and Rehabilitation (Department of Labour) vide Order No. L-19012(79)/83-D.IV(B) dated 13th June, 1984 as to whether the management of Satgram Colliery (R) P.O. Devchandnagar, Dist. Burdwan, thereby chang-

ing service condition of the workers in the Wagon loading section was justified.

2. After the pleadings were completed, an application dated 17th July, 1991 was filed for and on behalf of the Koyla Mazdoor Congress for a No Dispute Award since the Union is no longer interested to pursue the case.

3. That application came up for consideration today and after considering the same, I make a No Dispute Award in terms of the application as mentioned earlier.

Dated, Calcutta,

The 7th August, 1991.

MANASH NATH ROY, Presiding Officer  
[No. L-19012/79/83-D.IV (B)]

का.आ. 2433.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिथानी कोलियारी आफ ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2433.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Mithani Colliery of E.C. Ltd. of their workmen, which was received by the Central Government on 22-8-1991.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 36/89

#### PRESENT :

Shri N. K. Saha, Presiding Officer.

#### PARTIES :

Employers in relation to the management of Mithani Colliery of M/s. E.C. Ltd.

#### AND

Their Workmen.

#### APPEARANCES :

For the Employers—Sri P. Jha, Advocate and Sri M. K. Pattanaik, Dy. P.M.

For the Workmen—Sri N. N. Sinha, Vice-President of the Union and Sri Rabindranath Nayak, Branch Secretary.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 31st July, 1991

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(21)/89-IR (C-II) dated the 21st July, 1989.

#### SCHEDULE

"Whether the action of the Management of Mithani Colliery of M/s. E.C. Ltd., P.O. Sitarampur, Dist. Burdwan in not making Kusmi Rajbhar and 17 others casual wagon loaders regular and permanent in their post is justified? If not, to what relief the workmen concerned are entitled?"

#### LIST OF THE WORKMEN

1. Kusmi Rajbhar
2. Ram Batri Paswan



3. Samundree Paswan
4. Kunki Gorain
5. Piaria Kewat
6. Chandeva Yadav
7. Binowa Bhuiyan
8. Budhni Kewat
9. Chinta Paswan
10. Thakurmani Majhian
11. Lakhi Bauri
12. Khandi Majhian
13. Baha Bauri
14. Pani Bauri
15. Budhan Yadav
16. Shiboo Paswan
17. Kalwa Kewat
18. Ranu Paswan.

2. The case is taken up for hearing. At this stage Sri M. K. Pattanaik submits that in this case the dispute was raised on behalf of 13 casual wagon loaders for making them permanent as they are said to have rendered service for more than 240 days in a year. During the pendency of this case the dispute of the following 7 workers was year provided the Reference is withdrawn by the Union :

1. Kunki Gorain
2. Chandeva Yadav
3. Binowa Bhuiyan
4. Budhan Yadav
5. Khandi Majhian
6. Shiboo Paswan
7. Ranu Paswan.

3. Now the Reference is pending with respect to 11 workers. Sri Pattanaik submits that in the meantime the management of the Eastern Coalfields Limited has agreed to regularise and make permanent the following 9 workers as they have rendered service for 240 days in a particular year provided the Reference is withdrawn by the Union :

1. Thakurmani Majhian
2. Kalwa Kewat
3. Kusmi Rajbhar
4. Baha Bauri
5. Khandi Majhian
6. Lakhi Bauri
7. Ram Batri Paswan
8. Chinta Paswan
9. Samundree Paswan.

4. As regards Smt. Piaria Kewat and Smt. Pani Bauri it is submitted by Sri Pattanaik that they have not completed 240 days service in a particular year. But Sri N. N. Sinha the learned representative of the Union submits that they have completed 240 days service in a particular year. It is agreed by both the parties that they will not the matter settled amicably after inspecting the attendance sheet of those two workers. It is agreed that if after inspection of the documents it is agreed that they have rendered 240 days service in a particular year as casual wagon loaders they will be regularised and made permanent. But if it is agreed that they did not render such service, the Union will not press for their regularisation and it is also agreed by the Union that on that condition the case of those 2 workers will also be withdrawn.

5. Sri Pattanaik further submits that if the management fails to fulfil the said agreement within three months from this date the Union will be at liberty to get the case restored for hearing of the case on merits. I find that the proposal is fair and reasonable. Both the parties are agreeable to the conditions.

Hence it is ordered

- (1) On consent of both the parties the case shall stand withdrawn and a no dispute award will be passed on condition that the management will regularise and make the following 9 workers permanent within next three months from this date :

1. Thakurmani Majhian
2. Kalwa Kewat
3. Kusmi Rajbhar
4. Baha Bauri
5. Budhni Kewat
6. Lakhi Bauri
7. Ram Batri Paswan
8. Chinta Paswan
9. Samundree Paswan.

- (2) The management and the Union will settle the case of the following 2 workers amicably within next three months after inspection of the documents and shall regularise them and make permanent if they have rendered service for 240 days in a particular year and if it is agreed that they have not completed such service they will not get any relief :

1. Smt. Piaria Kewat
2. Smt. Pani Bauri.

- (3) If the management fails to comply with the said terms and conditions within the stipulated time the Union will be at liberty to apply before this Tribunal to get Reference case restored to its original file and number for hearing on merit.

6. On such terms and conditions the Reference case stands withdrawn and the no dispute award is passed.

This is my award.

N. K. SAHA, Presiding Officer  
[No. I-22012(21)/89-IR (C-II)]

का.आ. 2434.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बानसारा कोलियारी आफ मै.ई.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचपट को प्रकाशित करता है, जोर केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2434.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bansara Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 22-8-1991.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 48/90

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the Management of Bansra Colliery of Eastern Coalfields Ltd.

AND

Their workman.

APPEARANCES :

For the Employers—Sri P. Banerjee, Advocate.

For the Workman—Sri Sunil Dey, Secretary of Union.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 16th July, 1991

### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(138)/90-IR (C-II) dated the 6th November, 1990.

### SCHEDULE

"Whether the action of the management of Bansra Colliery of M/s. Eastern Coalfields Ltd., P.O. Rani-ganj, Dist. Burdwan, in denying wages to Sri Kameswar Singh and Sri Dip Narayan Goswami U/G Trammers for the period from 12-7-86 to 29-8-86 is justified? If not, to what relief are the concerned workmen entitled?"

2. Sri Sunil Dey the representative of the Union files a petition enclosing a copy of the letter of the Agent, Bansra Colliery and submits that the case has been amicably settled between the parties. He further submits that the Union does not want to proceed with the case any further and a no dispute award may be passed. Accordingly a no dispute award is passed.

N. K. SAHA, Presiding Officer  
[No. L-22012/138/90-IR (C-II)]

का.आ. 2435.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जे.के. रोपवेज (सी.एस.एण्ड आर.) आफ ईस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2435.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of J.K. Ropeways (CS&R) of Eastern Coalfields Ltd. of their workmen, which was received by the Central Government on 22-8-91.

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 12 of 1985

#### PARTIES :

Employers in relation to the management of J. K. Ropeways (CS&R) of Eastern Coalfields Limited, P. O. Kajoragram (Burdwan).

AND

Their workmen.

#### PRESENT :

Mr. Justice Manash Nath Roy.—Presiding Officer.

#### APPEARANCES :

On behalf of employers.—Mr. P. Banerjee, Advocate.

On behalf of workmen.—Mr. N. Sengupta, General Secretary of the union.

STATE : West Bengal

INDUSTRY : Coal.

### AWARD

On the issue :

"Whether the management of J. K. Ropeways (CS&R) of Eastern Coalfields Limited, P.O. Kajoragram, District Burdwan is justified in not regularising S/Shri Ziaul Haque and Chandreswar Sharma as Welders? If not, to what relief the workmen are entitled?"

as was referred for adjudication before this Tribunal by the Government of India, Ministry of Labour, vide Order No. L-19012(43)/84-D.IV(B) dated 12th March 1985, parties completed pleadings.

2. Thereafter on 25th July, 1991 the terms of settlement signed by both the parties have been filed.

3. Such being the position and on the request of the parties, I make an award in terms of the settlement. Let the terms of the settlement be treated as part of the Award as Annexure-A.

MANASH NATH ROY, Presiding Officer  
[No. L-19012/43/84-D.IV(B)]

Dated, Calcutta,

The 25th July, 1991.

### ANNEXURE-A

#### BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 12/85.

#### Representing Employer :

The General Manager (CS&R) Eastern Coalfields Ltd.,  
J. K. Ropeways.

#### Representing Workmen :

Ajoy Valley Colliery Mazdoor Union.

#### Short Recital :

The two workmen namely, Jiaul Haque and Chandreswar Sharma were placed as B/M-H/A in Cat. III at the J. K. Ropeways and they were asked to act as Welders, a category V. job between March, 1981 and October, 1982 and since the workmen were required by the Management to act in a job of Cat. V. which is higher than the substantive job in Cat. III. From the month of October, 1982 their payment of such difference of wages had been stopped on the plea that their services as Welder was not required more, though they were continuing the job of Welders as before.

Disputing such decisions of Employer and claiming the wages of Cat. V. scale and N.C.W.A.-II and regularisation of services as Welder, this instance matter was referred to the Hon'ble C.G.I.T., Calcutta for adjudication under Ref. No. 12/85.

Now, the Employer as mentioned above and the Union namely Ajoy Valley Colliery Mazdoor Union agreed to arrive at an amicable settlement and the terms of such settlement is appended below :—

#### Terms of Settlement :

1. Seniority of Services in the post of Welder shall be determined w.e.f. November, 1982 and the seniority towards promotion to the next higher Category shall be taken into consideration but the said seniority shall not be considered for up-gradation (SLU).
2. An Ad-hoc payment of Rs. 2,800/- (Rupees two thousand eight hundred) only to each workmen namely, Jiaul Haque and Chandreswar Sharma shall be given for establishing better harmony.

#### Signature of

Representing Union.  
Ajoy Valley Colliery  
Mazdoor Union

#### Signature of the

Representing Employer  
Personnel Manager  
Office of the General  
Manager (CS&R)  
E.C.L., J. K. Ropeways,  
P. O. Kajoragram,  
Dist. Burdwan

#### WITNESSES :

1. Chandreswar Sharma
2. Jiaul Haque.

का.सं. 2436--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डामुआ कोलियरी प्रा. सं. ३३५, सी.एन. डामुआ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2436.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Damua Colliery of W.C.L. Damua workmen, which was received by the Central Government on 22-8-91.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.)

CASE NO. CGIT/LC(R)/(17)/1988

## PARTIES :

Employers in relation to the management of Damua Colliery of W.C.L. Damua. District Chhindwara (M. P.) and their workman Shri Liloo S/o Lotan, Sub-Station Attendant represented by the R.K.K.M.P. P.O. Damua, Distt. Chhindwara (MP).

## APPEARANCES :

For Workman Union.—Shri D. N. Tripathi.

For Management.—S/Shri G. R. Bhandari, Director (P) and A. K. Shastri, Advocate.

INDUSTRY : Coal Mining DISTRICT : Chhindwara (MP)

## AWARD

Dated, the 12th August, 1991

This is a reference made by the Central Government Ministry of Labour, vide its Notification No. L-21012/99/87-D II(B) dated 20-1-1988, for adjudication of the following dispute :—

“Whether the action of the management of Damua Colliery of Western Coalfields Ltd., Kanhan Area, P.O. Damua, Distt. Chhindwara (M.P.) in not allowing Shri Liloo S/o Lotan, Sub-Station Attendant to resume duties on 30-5-87 which resulted in his forced idleness from 30-5-87 to 12-6-87 is justified? If not, what relief the workman is entitled to?”

2. The case was taken up at Parasia at the request of the parties on 30-7-1991 on which date parties have filed a Memorandum of Settlement and verified the same. The terms of the settlement are as under :—

1. It is agreed that Sri Liloo S/o Lotan, Ex-Sub Station Attendant of Damua Colliery will be paid the wages for the total working days in between the period from 30-5-87 to 12-6-87 i.e. for a total 12 days.
2. It is agreed that the payment for total 12 days will be made to Sri Liloo S/o Lotan within a period of one month from the date of signing of this settlement.
3. It is agreed that Sri Liloo S/o Lotan will make an application before the CGIT, Jabalpur to close his case as the issue has been settled mutually.
4. It is agreed that Sri Liloo S/o Lotan will not raise any dispute on this issue before any of the authority whatsoever individually or through any union.
5. This is full and final settlement of the case and will not be cited as an example in any other similar case.

3. I have gone through the terms of the settlement which appear to be just and fair. I therefore give my award in terms of the settlement arrived at between the parties. Parties shall bear their own costs.

V. N. SHUKLA, Presiding Officer,  
[No. L-21012/99/87-D.III(B)]

का.सं. 2437--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईक्लेहरा कोलियरी प्रा. सं. बेरटान कोलफील्ड्स लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2437.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Eklehra Colliery of M/s. Western Coalfields Ltd. and their workmen, which was received by the Central Government on the 22-8-91.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(51)/1989

## PARTIES :

Employers in relation to the management of M/s. Western Coalfields Ltd. Eklehra Colliery. Post Eklehra, District Chhindwara (M.P.) and their workman, Sri Krishna Dutt Trivedi, represented through the President, M.P.K.K.M.P. (HMS), Panch Area Branch, Post Eklehra, District Chhindwara (M.P.).

## APPEARANCES :

For Union—Shri G. N. Shah.

For Management—S/Shri G. R. Bhandari, Director (Personnel) and A. K. Shastri, Advocate.

INDUSTRIAL : Coal Mine DISTRICT : Chhindwara (M.P.)

## AWARD

Dated : August 13, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(136)/88-D-4(B) dated 31-1-1989, for adjudication of the following dispute :

“Whether the action of the Management of Eklehra Colliery of M/s. Western Coalfields Ltd., in not promoting Sri Krishna Dutt Trivedi from Clerk Gr. II to Clerk Grade-I w.e.f. 1982 is justified? If not, to what relief the workman concerned is entitled?”

2. Parties filed their respective statement of claims but sought several adjournments on one ground or the other to file their respective rejoinders and documents. The case was fixed for 11-9-91 for compliance of the orders.

3. The case was taken up at Parasia on 30-7-91 at the request of both the parties. Shri Shah representing the workman stated that he does not want to proceed with the case and no dispute award be passed. Accordingly since the workman does not want to prosecute his case as stated by Shri Shah I pass a No Dispute Award in the case and make no order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-22012(136)/88-D-4(B)]

का.सं. 2438--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डामुआ सी एन, कान्हन एरिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2438.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of W.C. Kanhan Area of their workmen, which was received by the Central Government on the 22-8-91.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(18)/1988

## PARTIES :

Employers in relation to the management of W.C. Ltd., P.O. Durgaria, District Chhindwara (M.P.) and their workman, Sri Bindad in S/o Ram Authar Badli Worker, Newton Chickli No. 4, P.O. Newton Chickli, District Chhindwara (M.P.).

## APPEARANCES :

For Workman—S/Shri A. B. Chatterji & B. K. Tiwari.

For Management—S/Shri G. R. Bhandari, Director (Personnel) and A. K. Shashi, Advocate.

INDUSTRY : Coal Mining DISTRICT : Chhindwara (M.P.)

## AWARD

Dated : August 12, 1991

This is a reference under by the Central Government Ministry of Labour, vide its Notification No. L-21012/95/87-D-III(B) Dated 1st February, 1988, for adjudication of the following dispute:—

"Whether the action of the management of W.C. Ltd., Kanhan Area, Post Durgaria, Dist. Chhindwara in not allowing Sri Bindadin S/o Ram Authar Badli Worker, for resuming duty as D.P.R. under agent, Pench east Sub-Area w.e.f. 4-12-82 is fair and justified? If not, to what relief the workman is entitled?"

2. This case was at the stage of recording evidence to be adduced by the parties concerned.

3. On 30-7-1991 the case was taken up at Parasia at the request of the parties. The representatives appearing on behalf of the parties after mutual discussions agreed to the following terms:—

Parties agree that whatever decision is given by Shri Bhandari, Director (Personnel), W.C.L. Nagpur shall be acceptable to the Union and the workman.

3. With the above agreement among the parties there remains nothing to be adjudicated upon by this Tribunal. No dispute Award is therefore recorded with no order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-21012/95/87-D-III(B)]

नई दिल्ली, 13 सितम्बर, 1991

का.प्र. 2439.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राबनवारा कोलियारी प्रा.म. उद्योग, सी.एल. के प्रबंधन के संयोजन में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

New Delhi, the 13th September, 1991

S.O. 2439.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rawanwara Colliery of M/s. W.C. Ltd. of their workmen, which was received by the Central Government on the 22-8-91.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(131)/1988

## PARTIES :

Employers in relation to the management of Rawanwara Colliery of M/s. Western Coalfields Ltd., P.O. Parasia Colliery, District Chhindwara (MP) and their workman Shri Suresh Kumar Bastri represented through the General Secretary, B.K.K.M.S. (BMS), P.O. Chandametta, Dist. Chhindwara (M.P.)

## APPEARANCE :

W

For Workman/Union—S/Shri A. B. Chatterji & B. K. Tiwari.

For Management—S/Shri G. R. Bhandari, Director (Personnel) and A. K. Shashi, Advocate.

INDUSTRY : Coal Mine. DISTRICT : Chhindwara (M.P.)

## AWARD

Dated : August 13, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/27/87-D-III(B) and Serial Order No. 1-21012/27/87-D-III(B)/IV.E dated 30-11-88, for adjudication of the following dispute:—

"Whether the action of the management of Rawanwara Colliery of M/s. W.C. Ltd., P.O. Parasia, Dist. Chhindwara in not designating Shri Suresh Kumar Bastri as Loading Clerk in grade II, is justified, If not, to what relief the workman concerned is entitled?"

2. The case was at the stage of filing rejoinder, documents by the parties and settlement of issues, which was fixed for 11-9-91, but at the request of the parties the case was taken up on 30-7-91 at Parasia on which date representatives of both sides appeared.

3. On 30-7-1991 representatives of the Union stated that the Union does not want to press its claim in this case. No dispute award is therefore passed in this case. Parties will bear their own costs.

V. N. SHUKLA, Presiding Officer.

[No. L-21012/27/87-D-III(B)]

का.प्र. 2440.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.सी. कम्पनी लि., एरिया-II, रामगुंडम डिब्रीज के प्रबंधन के संयोजन में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आंध्र प्रदेश के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2440.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Andhra Pradesh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S.C. Co. Ltd. Area--II, Ramagundam Division of their workmen, which was received by the Central Government on the 22-8-1991.

## ANNEXURE

## BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

## PRESENT :

Sri G. Krishna Rao, B.A. B.L. Industrial Tribunal.

Hyderabad, the 16th August, 1991

Industrial Dispute No. 109 of 1988

## BETWEEN

The Workmen of S.C. Co. Ltd., Area-II, Ramagundam Division, P.O. Godavari Khani, Distt. Karimnagar (A.P.)

.. Petitioner/Workman

## AND

The Management of S.C. Co. Ltd., Area-II, Ramagundam Division, P.O. Godavari Khani, Distt. Karimnagar (A.P.)

.. Respondent/Management

## APPEARANCES :

Sri B. G. Ravindra Reddy, Advocate for the Workmen.

M/s. K. Srinivasa Murthy, G. Sudha and Mitra Das, Advocate for the Management.

## AWARD

This is a reference made by the Government of India, Ministry of Labour, by its Order No. L-22012/66/88-D.IV.B dated 3-4-1988 for adjudication of the dispute between the Management of Singareni Collieries Co. Ltd., Area-II, Ramagundam Division and their workmen, setting forth the point for adjudication in the schedule appended thereto as follows :

“Whether the action of the Management of Singareni Collieries Co. Ltd., Area-II, Ramagundam Division in dismissing Sri Tati Yellaiah, Ex-Coalfiller, Godavari-khani 9A Incline w.e.f. 14-6-1983, is justified? If not, to what relief the workmen concerned is entitled?”

The said reference is registered as Industrial Disputes No. 109 of 1988 on the file of this Tribunal. After receiving the notices, the petitioner and the Respondent put in their appearance. The petitioner-workman filed claim statement on 21-9-1988 and the Respondent-Management filed the counter on 14-8-1989 and also additional counter on 21-10-89.

2. The averments of the claim statement filed by the Petitioner-workman read as follows :

It is respectfully submitted that the petitioner was working as a coal filler, KDR IA Incline under the respondent. There was no complaints of whatsoever nature against the petitioner and he was discharging his duties to the entire satisfaction of the Respondent. While so, the Petitioner was suspended from service alleging absence from duty. He was not issued any charge sheet by the Respondent. Therefore the petitioner could not submit his explanation. Sur-2366 GI/91—12,

prisingly the petitioner was dismissed from service by the proceedings of the Respondent No. P.R.G. III/TOA/491 dated 14-6-1983. On the dismissal order, it is stated that a charge sheet dated 11-11-1982 was issued. But the petitioner humbly submits that he was never issued or communicated with a charge sheet as alleged by the Respondent in the dismissal order. The Petitioner was under the bonafide impression that he was kept under suspension. As he was finding it difficult to live without any income, he shifted to his in-law's residence at Gunjapadu Manthani Tq. It is submitted that the petitioner was not aware of any enquiry as he was not given any intimation of the charge or date of enquiry. The petitioner therefore submits that the enquiry if any is illegal and is in violation of principles of natural justice. It is submitted that the dismissal order is illegal and unjustified. It is not passed by a competent authority and is therefore also illegal and invalid. It is further submitted that the punishment awarded to the petitioner is shockingly disproportionate to the charge of absence, alleged against the petitioner. The petitioner is a poor man having large number of dependent and his ignorance of the rules and procedure was taken advantage of, by the Respondent. It is submitted that the petitioner has been unemployed after his removal from service and is unable to get any alternative employment inspite of his best efforts. It is therefore prayed that this Hon'ble Court may be pleased to pass an Award, directing the respondent to reinstate the Petitioner in service with full back wages and other benefits.

3 The averments of the counter filed by the Respondent-Management read as follows :

It is submitted that the petitioner espoused the case of Sri Tati Yellaiah, Ex-Coal Filler, Godavari khani 9A Incline and raised the above industrial dispute. Conciliation took place. As conciliation failed Government referred the following reference by their letter dt. 3-11-88.

“Whether the action of the Management of Singareni Collieries Co. Ltd., Area II, Ramagundam Divn. in dismissing Sri Tati Yellaiah, Ex-Coal Filler, Godavari Khani 9A Incline w.e.f. 14-6-83, is justified. If not, to what relief the workman concerned is entitled?”

Though Union received from this Hon'ble Tribunal it has not chosen to appear and this Hon'ble Tribunal was pleased to set aside workman on 7-7-89 and now this matter is posted to counter on merits. It is practically difficult for the management to file counter as it has no knowledge on what ground workman is going to contest. Further without prejudice to the rights of the management it is filing this counter and reserving its right to file additional counter in case petitioner files any claim. It is submitted that the workman in dispute was appointed by the Respondent initially as Badli Coal Filler in GDK IX Incline from 28-8-78 and later on regularised as Permanent coal filler. Once he was made Permanent he changed his attitude and was not discharging his duties properly. The workman is fully aware of leave rules and infinite of that he remained absent from duty without applying for leave or intimation continuously from 30-8-82 to 11-11-82. The Respondent verified his

leave record and found that he has not applied for leave at all. Under those circumstances respondent issued charge sheet on 11-11-82 under standing orders No. 16(16) intimating to him that he was continuously absent from 30-8-82 to 11-11-1982. The said notice was returned un-served though it was sent to all known addresses given by the petitioner to Respondent. To give fair chance Respondent published the said charge sheet in Andhra Patrika calling upon him to submit explanation failing which management will be taking action against him. The Respondent looked into his past record and found in the said paper publication dt. 10-2-83. The workman neither sent explanation nor attended enquiry. As such exparte enquiry was conducted by the management. Enquiry officer forwarded his finding to the Management. Management looked into proceedings and findings and found that the workman in dispute is guilty of the charge. The Respondent looked into his past record and found that he was in the habit of not attending company properly and he was having poor attendance, even in the year 1981 he had only 143 musters. As there were no extenuating circumstances to give lesser punishment management dismissed him from service on 14-6-83. It may be noticed I.D. No. 2/82 was pending before this Hon'ble Court. The workman filed application under 33-A before the Hon'ble Tribunal on the alleged ground his service conditions were changed which was numbered as M.P. No. 23/85 in I.D. 2/82. The allegation of the workman that there are no allegations against him and he is discharging duties properly and he was un-necessarily suspended for guilty of absence and no charge sheet was issued to him is not correct. Having received dismissal order dt. 14th June 1983 he made allegation that there is no charge sheet issued to him and the question of conducting enquiry and dismissing him does not arise. It is further submitted by the workman that he was under the impression that he was suspended as he found it difficult he shifted to Gunjanadugu, Manthana Tq., Karimnagar District and requested the court to adjudicate the dispute. The Respondent brought out all the material facts and also filed domestic enquiry reports and clearly informed ID No. 2/82 is case of transfer of general mazdoor from Coal Chemical Complex to Yellandu Collieries as piece rated worker and not connected with the petitioner's case. The Tribunal upheld the validity of domestic enquiry and Respondent has not chosen to adduce any evidence. This Hon'ble Court dismissed the application under 33A on 24-3-87. The workman has not availed opportunity and award was passed dismissing the petition. Thus action of the management was approved by this Hon'ble Court. Knowing fully well all these material facts he approached the petitioner Union raised I.D. which was referred as I.D. No. 2/82. It is submitted by making manpower planning Respondent knows the number of workmen required for production of coal. The job of the Coal Filler is one of the important jobs in the underground. Daily target production is fixed in the mine. To carry on the said work coal fillers have to be on duty in full strength in the shift. There are piece rated and time rated coal filler. He worked as piece rated and time rated and in piece rated job he will be paid basing upon the mine overage i.e. number of tubs filled by him whereas time rated job irrespective of filling up of tubs he will be

paid as per N.C.W.A. Normally piece rated employees opt for time rated as they will have more facilities and attendance benefits. Thus the workman also opted for the same. The Company is having time rated and piece rated workmen and whenever vacancy arose in view of high rate of absenteeism it was constrained to take casual and badli workman to discharge the duties of coal fillers i.e. to fill up absenteeism. It may be noticed coal is declared as essential item under the Government of India control orders and it has to supply coal to various thermal power stations and coal based industries which use coal as fuel. If the coal production comes down it will have a deleterious affect on the industries depending on the coal. That was the reason under any circumstances respondent is constrained to produce the coal. In view of heavy absenteeism casual badli workmen are engaged. Once employee is made time rated i.e. permanent he changes his attitude and remain absent on one ground or other. Petitioner is having that attitude and has not chosen to report to the management the reasons for absence. No justifiable reasons have been given according to company standing orders. If employee is sick he has to report at the Company Hospital which was not done by petitioner. Because of large number of employees absenting it is having direct impact on the production. That was the reason management was constrained to dismiss employee. In view of above this Hon'ble Court may be pleased to hold that the dismissal of the employee is justified and petitioner has not come on merits and pass necessary order.

4. The averments of the additional counter filed by the Respondent read as follows :

At the outset this Respondent denies the various allegations made in the claim petition except those are specifically admitted herein and the petitioner is put to strict proof of the same. This Hon'ble Court may be pleased to read the counter filed on 14-8-1988 as part and parcel of this counter. With reference to paras 1 and 2 the allegation that there was no complaint whatsoever nature against the petitioner and he was discharging his duties to the entries satisfaction of the Respondent is not correct and the petitioner is put to strict proof of the same. It may be noticed the petitioner is fully aware of the leave rules and acted contrary to the leave rules which resulted in issuing the charge sheet. As such, the charge sheet was issued under Clause 16(6) of Company's Standing Orders. The allegation that the petitioner was suspended from service alleging absence from duty is not correct. The further allegation the charge sheet was not issued to him and therefore, he could not submit his explanation is totally false. It may be noticed the employees will be giving their permanent address as well as residential address for the purpose of communicating letters. Whenever there is a change in the address they have to indicate to the management which will enable the Respondent management to correspond with them. As the charge sheet could not be served to the employees, management published the charge sheet in "ANDHRA PATRIKA" new paper calling upon him to submit his explanation. The paper notification also indicated the date of enquiry. As there was no response from the

workman, management conducted an *ex parte* enquiry. The Enquiry Officer forwarded the findings. Management looked into the past record also and thus dismissed the employee. As such, the allegation surprisingly the dismissal order was forward to him without issuing chargesheet is not correct and totally false. The petitioner is put to strict proof with regard to the allegations no charge sheet was served and he was suspended, he was not given opportunity to explain and he was dismissed surprisingly. The petitioner at no point of time evinced any interest to work in the Company. He conveniently kept quiet to suit to his own circumstances and has chosen to raise this dispute. The allegation that this petitioner was under the bona fide impression that he was kept under suspension is totally false. When no suspension order was given one cannot have a mistaken, bona fide impression. It is because of the indifference attitude of this petitioner only in not attending for duty, management was constrained to take disciplinary action under Company's Standing Order No. 16(16). For his own action he cannot make any allegation against the management. As such, the allegation that he was finding it difficult to live without any income and that he shifted to his in-law's residence at Gunjapadugu, Manthani Tq. is not correct. The petitioner is put to strict proof that he was not aware about the enquiry, therefore he could not submit to the enquiry and that the enquiry is illegal and is in violation of principles of natural justice. In view of the allegation that the enquiry was not conducted as per the principles of natural justice this Honourable Court may be pleased to decide the validity of the domestic enquiry as preliminary issue before going into the merits of the case. In case this Hon'ble Court may be pleased to decide the validity of not conducted as per principles of natural justice, the Management may be permitted to prove this case before this Court. The allegation that the dismissal order is illegal and that the authority passed it is not competent and that as such it is illegal, invalid is not correct and the petitioner is put to strict proof of the same. The further allegation that the punishment awarded is shockingly disproportionate to the charge of absence is totally false. It may be noticed in every industry basing upon the workload and production target permanent vacancies are identified and employees are recruited. This has become a normal practice. When once an employee become permanent he avails all the statutory benefits, but the workman in dispute is not evincing interest to work nor to cooperate in production. The Respondent Company is carrying on the mining operations and coal is one of the essential item on which various other industries are dependent. Year to year the production target is increasing and nearly one lakh workforce is working in the Respondent-Company. In view of heavy absenteeism, the Respondent Management is not in a position to cope up with the work and unauthorised absenteeism without following leave rules is adversely affecting the production and productivity. It is also difficult for the supervisors and officers to plan and distribute the work every day if they do not know who will be attending the duty in a particular shift. That was the reason the management was constrained to take disciplinary action against the workman under Company's Standing Order 16(16) and this punishment

cannot be treated as shockingly disproportionate, it may be noticed the petitioner workman filed an application under Section 35(a) of the I.D. Act before this Honourable Tribunal on the alleged ground that he is a connected workman for I.D. No. 2462 and his service conditions were changed by passing the dismissal order and the said application was numbered as M.P. No. 23/1985 and this Hon'ble Court during the enquiry of M.P. No. 23/1985 clearly held that the enquiry was fair and proper and the workman himself has not availed the opportunity. The order passed by the Hon'ble Tribunal on 24th March, 1987 is binding on this employee. The Petitioner is put to strict proof that he could not get alternative job inspite of his best efforts. It is respectfully submitted the Management is right in dismissing the employee and the Petitioner is not entitled for reinstatement into service with full back wages as prayed for and this Hon'ble Tribunal may be pleased to confirm the action taken by the Management and pass such other order or orders as deemed fit and proper.

5. No oral evidence was adduced on either side. No documents were marked for the Petitioner-workman. Exs. M1 to M5 were marked for the Respondent-Management by consent.

6. The point for adjudication is whether the action of the Management of Singareni Collieries Co. Ltd., Area-II Raniagundam Divn. in dismissing Sri Tati Yellaiah, Ex-Coal Filler, Godavarikhani 9A Incline w.e.f. 14-6-83 is justified? If not, to what relief the workman concerned is entitled?

7. POINT : The facts not in dispute are that the Petitioner-workman was absent from attending the duty without applying for leave and without intimation to the Management for more than 10 days and that the domestic enquiry was held *ex parte* against the Petitioner-workman for his unauthorised absenteeism and consequently the petitioner-workman was dismissed from service w.e.f. 14-6-1983. Admittedly unauthorised absenteeism of the Petitioner-workman was from 30-8-1982 to 11-11-1982 on which date the charge sheet was issued for the misconduct under Clause 16(16) of the Respondent Company's Standing Orders for the misconduct of unauthorised absenteeism. Admittedly as the charge sheet could not be served on the petitioner workman, the same was published in 'Andhra Patrika' daily newspaper dated 10-2-1983 fixing the date of enquiry as 16-2-1983 and as the petitioner did not attend the domestic enquiry, it was conducted *ex parte* and this Tribunal held the said domestic enquiry as valid by its order dt. 25-9-1990. Basing on the findings of the enquiry report, the Petitioner-workman was dismissed from service by the Management of the Respondent-Company w.e.f. 14-6-1983. The Petitioner-workman did not assign any reasons in his claim-statement filed in this case for his unauthorised absence from 30-8-1982 without applying for leave or intimating the reasons for his absence to the Management. It was not also the case of the petitioner-workman that some time after 11-11-1982, the date of charge sheet issued against him, he reported for duty to the Management and the Management refused to take him to duty, though he reasonably explained to the Management the reasons for his absence and that he could not attend the duty and could not intimate the same to the



Management under unavoidable circumstances. As seen from the averments of the claim statement and the evidence available on record, there is no representation submitted by the Petitioner-workman to the Management explaining his unauthorised absence and requesting the Management to consider his case and reinstate him or take him back to service till he filed M.P. No. 23/85 in I.D. No. 2/82 under Section 33-A of the I.D. Act in 1985. So it is to be construed, in my opinion, that the unauthorised absence of the Petitioner-workman was continued till the filed M.P. No. 23 of 1985 in I.D. No. 2/82 in the year 1985 as seen from the record available and the averments of the claim statement filed by the Petitioner-workman. It is not contended by the Petitioner-workman that he submitted any representation or application to the Management to take him back into service either before or after he filed M.P. No. 23/85 on the file of this Tribunal. Admittedly M.P. No. 23/85 in I.D. No. 2/82 was dismissed by this Tribunal on 24-3-1987. The Petitioner-workman did not choose to examine as a witness in this case to explain his unauthorised absence giving acceptable reasons to consider his case for reinstatement. As seen from the conduct of the Petitioner-workman in neglecting to approach the Management with a request to reinstate or to take him back into service even after having come to know that he was dismissed from service after conducting an exparte domestic enquiry. The subsequent conduct of the Petitioner-workman in this case goes to establish, in my opinion, that the Petitioner was not at all interested to work in the Respondent-Company and therefore, I am of the view that the case of the Petitioner-workman cannot be considered for reinstatement or for any relief in this case particularly in view of the gross negligence on the part of the petitioner workman as exhibited in his subsequent conduct. In view of the facts and circumstances of the case and subsequent conduct of the Petitioner-Workman, I hold that the petitioner workman is not entitled for any relief in this case. Hence I answer the point accordingly.

8. In the result, an Award is passed holding that Sri Tati Yellaiah, Ex-Coal filler, Godavari Khani 9A Incline, is not entitled for any relief in this case. There will be no order as to costs under circumstances of the case.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 6th day of August, 1991.

#### Appendix of Evidence

Witnesses examined on  
behalf of Workman.

Nil.

Documents marked for the Workmen

NIL

Documents marked for the Workmen

Ex. M1 by consent—Entire domestic enquiry file of Tati Yellaiah.

Witnesses examined on  
behalf of Management.

Nil.

Ex. M2 by consent—Form 'B' Register of employees.

Ex. M3 by consent—Relevant entry of Tati Yellaiah at page No 165 of Ex. M2.

Ex. M4 by consent—Attendance Register from May, 1982 to October, 1982.

Ex. M5 by consent—Attendance Register from November, 1982 to April, 1983.

G. KRISHNA RAO, Industrial Tribunal

[No. L-22012/Co/88-D.IV. B]

नई दिल्ली, 12 सितम्बर, 1991

का.ग्रा.2441.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बस्तर कोलफील्ड्स लिमिटेड पन्च एरिया के प्रबंधन के संबद्ध निवेशकों और उनके कर्म-कारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करते हैं, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

New Delhi, the 12th September, 1991

S.O. 2441.—In pursuance of section 1 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Pench Area of Western Coalfields Ltd. of their workmen, which was received by the Central Government on the 22-8-91.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 449/A, AMANPUR, NARSINGH WARD, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(68)/1989.

#### PARTIES :

Employers in relation to the management of Western Coalfields Ltd., Pench Area, P.O. Parasia, District Chhindwara (M.P.) and their workmen represented through the Secretary (C) R.K.K.M.S. (INTUC) Post Chandametta, District Chhindwara (M.P.).

#### APPEARANCES :

For Union.—S/Shri Radhey Shyam with C. Bhattacharji.

For Management.—S/Shri G. R. Bhandari, Director (Personnel) and A. K. Shasi Advocate.

INDUSTRY : Coal Mining DISTRICT : Chhindwara (M.P.).

#### AWARD

August 13, 1991.

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(133)/88, dated 14-3-1989, for adjudication of the following dispute :—

“Whether the action of the Management of Western Coalfields Ltd Pench Area, P.O



Parasia, Distt. Chhindwara in reverting employees listed below of Rawanwara Colliery from Clerical Grade II w.e.f. 10-8-87, is justified? If not, to what relief the workmen concerned are entitled and from what date?"

#### List of employees

1. Sri Ramjan Beg S/o Sri Ab Sakoor (Rawanwara Colliery).
2. Sri S. K. Wahid S/o Sri S. K. Mangal (Rawanwara Colliery).
3. Sri Suresh S/o Sri Imratalal (Rawanwara Colliery).
4. Sri Jagdish S/o Sri Babulal (Rawanwara Colliery).
5. Sri Mahaendradas S/o Sri Sukhram, Rawanwara Khas Colliery.

2. Originally the case was fixed for 4-10-91 for filing rejoinder by the Union and compliance of the earlier orders. But at the request of the parties the case was taken up on 31-7-91 at Parasia. Parties instead of complying with the earlier orders discussed mutually outside the Tribunal/Court and have stated before this Court that they have agreed that the case of all the five workmen concerned shall be examined by Shri O. P. Meghlani, Deputy Personnel Manager, W.C.L. Nagpur who will give his decision within one month from 31-7-91 which shall be final and binding on all the parties concerned. In view of the above statement of the parties I record a No Dispute Award in this case. Parties shall bear their own costs.

V. N. SHUKLA, Presiding Officer.

[No. L-22012(133)|88-D.IV(B)]

का.भा. 2442.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नन्दन कोलियारी, कान्हुन एरिया बेस्टान कोलफील्ड्स लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधीकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2442.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nandan Colliery, Kanhan Area, of Western Coalfields Ltd. of their workmen, which was received by the Central Government on the 22-8-91.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(75)|1990.

#### PARTIES :

Employees in relation to the management of Western Coalfields Ltd., Nandan Colliery,

Kanhan Area, P.O. Dungaria, District Chhindwara (M.P.) and their workman, Shri Kishorilal Sagar represented through the Dy. Secretary, R.K.K.M.S; (INTUC) Post Chandanetta, Distt. Chhindwara (M.P.).

#### APPEARANCES :

For Workman/Union.—S/Shri Radhey Shyam and Bhattacharji.

For Management.—S/Shri G. R. Bhandari, Director (Personnel) D. Mewar and A. K. Shasi Advocate.

INDUSTRY : Coal Mining. DISTRICT : Chhindwara (M.P.).

#### AWARD

Dated : August 13, 1991.

This is a reference made by the Central Government, Ministry of Labour vide its Notification No. L-22012(319)|89 IR (C-II), dated 19th March, 1990, for adjudication of the following dispute :—

"Whether the action of the General Manager Western Coalfields Ltd., Kanhan Area, P.O. Dugaria, District Chhindwara in not fixing the wages correctly in Clerk Grade II of Shri Kishorilal Sagar while promoting him as typist-cum-Clerk Nandan Mine No. 1 w.e.f. 25-3-1984, is justified? If not, to what relief the workman concerned is entitled?"

2. Both the parties had filed their respective statement of claims, Management had also filed its rejoinder; the case was fixed for filing of rejoinder by the workman on 28-8-91.

3. On the request of the parties the case was taken up at Parasia on 31-7-1991 on which date parties filed a Memorandum of Settlement dated 19-7-91 and verified the same before this Court. The terms of Settlement as incorporated in the Memorandum are as under :—

#### TERMS AND CONDITIONS

1. The management agreed to give the difference of wages of Clerical Gr. III to Gr. II to Shri Kishorilal Sagar for the period from 17-7-83 to 25-3-84.
2. The above payment will be made within a period of 2 months
3. It is agreed by both the parties to file this Settlement before the CGIT for giving a consent Award.
4. The Union as well as workman will not quote this as a precedence in any other case.
5. This is full and final settlement in respect of Shri Kishorilal Sagar, in regard to his promotion in Clerical Gr. II.

4. I have perused the terms as settled between the parties which appear to be just and fair. I therefore give my award in terms of Settlement. Parties to bear their own costs.

Sd/-

V. N. SHUKLA, Presiding Officer  
[No. L-22012|(319)|89-IR(C-II)]

का. प्रा. 2443 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रावनवारा ग्रुप आफ कोलियरिज आफ डबल्यू सी. एल. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2443.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rawanwara Group of Collieries of W.C.L. of their workmen, which was received by the Central Government on the 22-8-91.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT|LC(R)(8)|1988.

#### PARTIES :

Employers in relation to the management of Rawanwara Group of Collieries of W.C.L., Pench Area, Parasia, District Chhindwara (M.P.) and their workmen named under the Schedule to the reference Order represented through the R.K.K.M. Sangh (INTUC), Chhindwara (M.P.).

INDUSTRY : Coal Mining. DISTRICT : Chhindwara (M.P.).

#### AWARD

Dated : July 12, 1991.

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21011|13|86-D.III(B), dated 31-12-1987, for adjudication of the following dispute :—

"Whether the action of the management of WCL, Pench Area, P.O. Parasia, Distt. Chhindwara in relation to their Rawanwara Group of Collieries in not giving promotion to the following employees is justified? If not, to what relief are these workmen entitled to and from what date?"

Name of employees

1. Sri Jiwan Singh, Elec. Fitter.
2. Sri Id. Mohd., Clerk Gr. II.
3. Sri Ramjan Beg, Mate.
4. Sri Maukulal, Welder.

2. Both the parties have filed their respective statement of claims and the case was at the stage of filing rejoinders and documents by the parties and framing of issues. But since no rejoinders or documents were filed by the parties the case was fixed for evidence.

3. The case was taken up at the request of the parties at Parasia on 30-7-1991. S|Shri Radhey Shyam and C. Bhattacharji represented the Union and S|Shri G. R. Bhandari, Director (Personnel), D. Mewar and A. K. Shasi Advocate appeared on behalf of the management. After mutual discussions they have settled the dispute as under :—

1. Mauku Lal, Welder, shall be promoted to Cat. VI with effect from 1st August, 1990 with consequential benefits.
2. Union does not press the claim of the workmen Jiwan Singh, Id Mohd. and Ramjan Beg.

4. The above terms of settlement are just and fair and therefore, record my award in terms as agreed to by the parties and make no order as to costs.

Sd/-

V. N. SHUKLA, Presiding Officer.  
[No. 21011|13|86-D.III(B)]

नई दिल्ली 9 सितम्बर, 1991

का. प्रा. 2444 :—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रावनवारा कोलियरी आफ डबल्यू सी. एल. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

New Delhi, the 9th September, 1991

S.O. 2444.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal JABALPUR as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rawanwara Colliery W.C. Ltd., P.O. Parasia, Distt. Chhindwara (M.P.) of their workmen, which was received by the Central Government on 22-8-91.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT|LC(R) (126)|1988

#### PARTIES :

Employers in relation to the management of M|s W.C. Limited, Rawanwara Colliery, Post Office Parasia, District Chhindwara (M.P.) and their workman, Shri Jagdish Prasad, represented through the General Secretary, B.K.K.M.S. (BMS), Post Chandametta, District Chhindwara (MP).

#### APPEARANCES :

For Workman|Union

S|Shri A. B. Chatterji and B. K. Tiwari.

For Management

S|Shri G. R. Bhandari, Director (Personnel)  
and A. K. Shasi, Advocate

## AWARD

Dated : August 13, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/25/87-D-3(B)|D-4(B) dated 25-11-1988, for adjudication of the following dispute:—

“Whether the action of the management of Western Coalfields Ltd., Rawanwara Colliery, Post Office Parasia, District Chhindwara (M.P.) in not giving the post of Loading Clerk Gr. II to Shri Jagdish Prasad is justified? If not, to what relief the workman concerned is entitled?”

2. Both the parties had filed their respective statement of claims. A number of opportunity were given to the Union/workman to file the rejoinder to the statement of claim filed by the management, but the Union did not comply with the orders of the Tribunal in so far as filing of rejoinder is concerned.

3. On the request of the parties concerned the case was taken up at Parasia on 30-7-91. The representatives of the Union stated that the Union does not press the claim in this case. In view of the above statement the case was closed. I therefore record a No Dispute award in the case and make no order as to costs.

V. N. SHUKLA, Presiding Officer.

[No. L-21012/25/87-D. 3(B)|D-4(B)]

का. घा. 2445—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सूकरी कोलियारी घाक में, डबल्यू. सी. एल. कान्हन एरिया के प्रबन्धन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

S.O. 2445.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal JABALPUR as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sukri Colliery, Post Junnardeo, Distt. Chhindwara (M.P.) of their workmen, which was received by the Central Government on 22-8-91.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(56)/1991

## PARTIES :

Employers in relation to the management of Sukri Colliery of M/s. W.C.L., Kanhan Area, P.O. Junnardeo, District Chhindwara (MP) and their workman, Shri Shiv Narayan, Mining Sirdar, represented by Shri Jabbar Khan, Organising Secretary, R. K. K. M. S (INTUC) Post Chandametta, District Chhindwar (M.P.).

## APPEARANCES :

For Union . . . S/Shri Radhey Shyam & Bhattacharjee.

For Management . . . S/Shri G. R. Bhandari  
Director (P), D. Mewar &

INDUSTRY : Coal Mining

DISTRICT : Chhindwara (M.P.)

## AWARD

Dated : August 13, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/425/90-IR (Coal-II) dated 3-4-1991, for adjudication of the following dispute:—

“Whether the action of the management of Agent, Sukri Colliery of Western Coalfields Ltd., Kanhan Area, P.O. Junnardeo, Distt. Chhindwara (M.P.) in dismissing from the services to Shri Shiv Narayan S/o Bhabhuti, Mining Sirdar, Sukri Colliery of Western Coalfields Ltd., Kanhan Area with effect from 5-6-1989 is proper and justified? If not, to what relief the said workman is entitled to?”

Parties were noticed to file their respective statement of claims, but instead of complying with the above orders, they have chosen to compromise the dispute between themselves. On 31-7-91 representatives of the parties filed a Memorandum of Settlement dated 13-12-1991 and verified the same before this Tribunal. The terms of the settlement are as under:—

## Terms and Conditions

1. It is agreed by the management to reinstate Shri Shivanaryan S/o Bhabhuti Ex-Mining Sirdar, Sukri Colliery and post him in Chandrapur Area, as directed by the GM (IR), WCL, Nagpur. He will report for duty to CGM, Chandrapur Area within one month from the date of this settlement.
2. The period of idleness from the date of his dismissal to the date of his reporting for duty after this settlement will be treated as “Dies-Non”.
3. The above workman will not be entitled to wages or any other payment whatsoever “the period of idleness from the date of dismissal to the date of reinstatement.”
4. On reinstatement, the above employee will be kept on probation for a period of one year during which period his performance and conduct will be closely watched. An assurance of good performance and conduct will be furnished by the workman in writing before joining the duties. If the performance and or conduct during the probation period is not found satisfactory, his services will be liable to be terminated. However, if the performance and conduct during the probation period is found satisfactory,

management may consider to grant him continuity of service for the limited purpose of payment of Gratuity.

5. It is agreed by the union as well as workman that they will not raise any dispute about this issue before any authority whatsoever, and if any case is pending on this issue before any forum, union/workman agreed to withdraw the same by filing a copy of this settlement before the authority.
6. It is agreed that union as well as workman will not quote this as a precedence in any other case.
7. This is a full and final settlement in respect of Shri Shivnarayan.

I have gone through the above terms of settlement and I am satisfied that the terms are just and fair. I have therefore no hesitation in recording an award in terms of the settlement. Award is given accordingly with no order as to costs.

V. N. SHUKLA, Presiding Officer.  
[No. L-22012/425/90-IR(C.II)]

नई दिल्ली, 12 सितम्बर 1991

का. आ. 2446.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार शिवपुरी अन्डरग्राउन्ड माईन्स आफ डबल्यू सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-91 को प्राप्त हुआ था।

New Delhi, the 12th September, 1991

S.O. 2446.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Shivpuri Underground Mines of Western Coalfields Ltd. of their workmen, which was received by the Central Government on the 22-8-91.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)((11)/1990

#### PARTIES:

Employers in relation to the management of M/s. Western Coalfields Ltd., Pench Area, Shivpuri Underground Mine, P.O. Sirgora Via Parasia, Distt. Chhindwara (M.P.) and their workman Shri K. P. Choudhery, Overman, represented through the General Secretary, Bhartiya Karmachari Mazdoor Sangh (BMS) Post Chandametta, Distt. Chhindwara-480447 (M. P.)

#### APPEARANCES :

For Union.—S/Shri A. B. Chatterji and B. K. Tiwari,

For Management.—S/Shri G. R. Bhandari, Director (P) and A. K. Shasi, Advocate.

INDUSTRY.—Coal Mining.

DISTRICT.—Chhindwara (M. P.)

#### AWARD

Dated August, 13, 1991

This is a reference made by the Central Government, Ministry of Labour vide its Notification No. L-22012(230)/89-IR(Coal)-II dated (12-89) 10-90, for adjudication of the following dispute :—

“Whether the action of the Manager, Shivpuri Underground Mine, Western Coalfields Ltd., P. O. Sirgora Via Parasia, Distt. Chhindwara in dismissing Sri K. P. Choudhary, Overman from service w.e.f. 1-8-88, was justified? If not, to what relief the workman concerned is entitled?”

2. Both parties filed their respective statement of claims. Management also filed its rejoinder. The case was fixed for filing of rejoinder by the workman and for compliance of remaining part of the order passed earlier.

3. At the request of the parties the case was taken up at Parasia on 30-7-91 on which date parties discussed the matter and agreed to the following terms:—

1. The workman shall be reinstated as Overman within the period of three months from today.
2. The period of his absence shall be treated as ‘Dues-non’.
3. He shall be deemed to be in continuous service but without any back wages or monetary benefits for the period from the date of his dismissal to the date of his re-employment.
4. He shall give an undertaking in writing of his good conduct in future.

4. The terms of settlement arrived at between the parties are just and fair. I therefore give my award in terms of settlement but without any order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-22012/230/89-IR(C.II)]

का. आ. 2447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राबनवारा कोलियारी आफ म डबल्यू सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-92 को प्राप्त हुआ था।

S.O. 2447.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the manage-

ment of Rawanwara Colliery of W. C. Ltd. of their workmen, which was received by the Central Government on the 22-8-91.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT JABALPUR (M. P.)

CASE No. CGIT/LC(R)(132)/1990

#### PARTIES:

Employers in relation to the management of M/s W.C. Ltd., Pench Area, Rawanwara Colliery, P.O. Parasisa, District Chhindwara (M.P.) and their workman Shri Ramraksha S/o Shri Kishan, represented through the General Secretary, B.K.K.M.S. (BMS) Post Chandametta, District Chhindwara (M.P.).

#### APPEARANCES :

For Union.—S/Shri A. B. Chatterji and B. K. Tiwari.

For Management.—S/Shri G. R. Bhandari, Director (P) and A. K. Shastri, Advocate.

INDUSTRY.—Coal Mining

DISTRICT.—Chhindwara (M. P.)

Dated August, 13, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(356)/89 IR(Coal-II) Dated 8-5-1990, for adjudication of the following dispute :—

“Whether the action of the Dy. Chief Mining Engineer/Manager, Rawanwara Colliery of M/s W. C. Ltd., Pench Area, PO Parasisa, Distt. Chhindwara in dismissing Shri Ramraksha S/o. Shrikishan, taken No. 1930 of Rawanwara Colliery w.e.f. 4-4-1988 was justified, if not, to what relief the workman concerned is entitled?”

2. This case was fixed for 30-9-91 for filing rejoinder by the workman and compliance of the earlier orders. But on the request of the parties the case was taken up at Parasisa on 30-7-91 and parties stated before the Court as under :—

“Parties agree that they will mutually discuss and settle the claims out of the Tribunal/Court. Accordingly Union does not press this dispute. No dispute award be passed with no order as to costs.”

3. Since the Union does not want to press the dispute under reference I record a No Dispute Award in the case. Parties shall bear their own costs.

[No. L-22012(356)/89/IR(C.II)]  
V. N. SHUKLA, Presiding Officer  
M. R. KULKARNI, Dy. Secy

नई दिल्ली, 5 सितम्बर, 1991

का. अ. 2448—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लि., 2366 GI/91—13

के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-9-91 को प्राप्त हुआ था।

New Delhi, the 5th September, 1991

S.O. 2448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum-Labour-Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Limited and their workmen, which was received by the Central Government on the 4-9-91.

S. C. SHARMA, Desk Officer  
[No. L-12012/10/88-DI(B)]

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this the 25th Day of July, 1991

#### PRESENT :

Shri N. B. Vishwanath, B. Sc. LL. B., Presiding Officer.

Central Reference No. 59 of 1988

#### I PARTY :

vs.

#### II PARTY

Smt Usha Kumari,  
G. V. No. 749, 13th 'A'  
Cross, 23rd Main Road,  
J. P. Nagar, II Phase,  
Bangalore-560 078.

The Chairman,  
Karnataka Bank Ltd.,  
H. O. Kodiabale,  
Mangalore-575 003.

(By Sri Ganapathi S Hegde)  
Advocate for I Party.

(By Shri V. N. Upadhyaya,  
Advocate for II Party)

#### AWARD

In this reference No. L-12012/10/88-DI(B) dated 26-10-1988 made by the Hon'ble Central Government in exercise of the powers conferred by clause (d) of sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the point for adjudication as per Schedule to reference is :—

“Whether the action of the management of Karnataka Bank Ltd. in not acceding to the request of Smt. Usha Kumari G.V. for her transfer to Bangalore on humanitarian ground and terminating her services from the Bank was justified? If not, what relief is the workman entitled?”

2. As per claim statement, the case of the I Party is.—

The I Party workman was appointed in 1985 by the II Party) (Typist-cum-clerk at Connaught Place Branch Office, New Delhi. The I Party has satisfactorily completed the probationary period. The I Party was confirmed by the Bank after successful completion of probation period. The husband of the I Party was working in State Bank of Mysore at Connaught place branch New Delhi. He was transferred to Bangalore in May 1986. Therefore the I Party, while proceeding to Bangalore for maternity, leave requested the II Party management to transfer her to Bangalore so that she could join her husband at Bangalore. The I Party was sanctioned three months maternity leave. In view of her anomic condition she prayed for extension of leave till 16-9-1986. This was also sanctioned. During this absence period, the I Party made representations to the II Party to transfer her to Bangalore. The representations of I Party were not considered favourably. She again made representation to the Chairman to consider her request for transfer to Bangalore. In her copy of the letter addressed to the Branch Manager, the I Party requested for leave till her transfer to Bangalore. This copy of the letter has been received by the Manager at New Delhi Branch on 25-9-1986. The I Party was directed to undergo medical examination. The I Party underwent medical examination. The I Party made one more representation dated 7-1-1987 praying for transfer to Bangalore. But the II Party issued a notice dated 2-2-87 threatening to terminate the service of the I Party. The I Party again tried her best to explain by her letter dated 14-2-1987, her difficult situation. But the II Party insisted the I Party to join back to duty at Delhi branch. Ultimately, on 18-3-1987 the II Party management informed the I Party that in view of the continued unauthorised absence, the name of the I Party was struck off from the rolls of the bank w.e.f. 19-3-1987 and it was deemed that the I Party had voluntarily retired from Bank service. The stand of the II Party that the absence of I Party amounts to voluntary retirement is illegal. The intention of the Bank was to harass I Party and force her to go out of the job. The Bank has considered favourable request of others who were similarly situated. The I Party had made it absolutely clear that she had no intention of abandoning her services of the Bank. The action of the management is illegal and malafide. The conclusion of the management that the I Party has no intention to report for duty is without foundation. The impugned order, passed without holding an enquiry, is against the principles of natural justice. It amounts to retrenchment as defined under Section 2(OO) of the I. D. Act. The management has not complied with the provisions of Section 25-F of the I. D. Act. The management has done unfair labour practice. The management has victimised the I Party. The management has misconstrued the I Party letters dated 1-12-1986. The I Party in her reply dated 26-12-86 requested the management to grant leave till her transfer request was favourably considered. In her explanation dated 14-12-87 she again explained her position and prayed for early transfer to Bangalore. The order dated 18-3-87,

terminating the services of the I Party is illegal. The II Party has transferred several clerk-cum-typists to Bangalore from various other places. Though there were vacancies at Bangalore, the II Party did not transfer I Party to Bangalore. With the intention of harassing the I Party to see that she left the job in distress.

3. The I Party has prayed for an award holding that the action of the II Party is illegal. She has further prayed for a direction to the II Party to re-instate her with full backwages.

4. In the counter statement (objection) the II Party is contended.—

The I Party was an employee of the Bank at its New Delhi Branch. The place where dispute arose was at New Delhi. So this Tribunal has no jurisdiction to entertain the reference. Since the I Party failed to attend duty at New Delhi Branch, She was taken to have voluntarily retired and her name was struck off from the rolls. The reference is not valid. The R.L.C. Bangalore had no jurisdiction to bring about re-conciliation. The reference based on the report of R.L.C. Bangalore is not valid and cannot be confer jurisdiction of this Tribunal. The reference incorporating the reason for terminating the services is invalid. There is no termination. It is a case of voluntary retirement. It is the prerogative of the Management to transfer an employee it is done in the interest of Banking service and not on individual interest. Delhi was the choice of the I Party at the time of her appointment. The posting was given to I Party to Delhi since she wished to work there. So the I party was not justified in asking for a transfer to Bangalore in a short time. The transfer of the husband to Bangalore cannot be a ground for I party to claim transfer to Bangalore. The I party had chosen to work at New Delhi. There was no chance of posting any fresh candidate to New Delhi so as to relieve the I Party employee from Delhi. All possible humanitarian considerations were shown to the I Party. She applied for maternity leave for three months. This was granted. The I Party was directed to report to duty on 18-8-1986. But she did not join. She made two representations from Bangalore expressing her inability to join at New Delhi. The leave was extended further by 31 days. She was asked to join duty on 17-9-1986. This was not complied with. The Bank addressed a letter dated 13-11-1986 to the I Party informing her that her overstaying would amount to misconduct. She again expressed her inability to join duty at Delhi. Such inability cannot be a ground to remain absent from duty. The Banks Doctor who examined the I Party has given a certificate that I Party was fit to join duty.

5. A notice dated 20-12-1986 was issued to I Party giving her final opportunity to report to duty within 30 days. It was pointed out in the notice that, if she overstayed for more than 90 days beyond leave, it would lead to the conclusion that she had no intention to join duty. It was also mentioned that disciplinary action would be initiated. Even then the I Party did not join, but went on making representations that she could not join and should be transferred to Bangalore.

6. The Bank issued another notice dated 2-2-87 giving her another opportunity to join duty. In this notice it was stated that her name would be struck off from the rolls if she did not join duty within 30 days. Again the I Party put forward her plea for transfer to Bangalore. Hence the II Party was constrained to pass the impugned order. It is false to say that the Branch Manager at New Delhi with any personal vengeance against the I party. There was no necessity to hold an enquiry against the I Party. Striking off the name of the I Party from the rolls does not amount to retrenchment. The name of the I Party has been struck off from the rolls under Clause XVI of the VI Bipartite Settlement. This is a case of simple voluntary retirement under Clause (e) of Section 2 of the I.D. Act. The claim of the I Party has therefore to be rejected. The reference has to be answered in favour of the II Party.

7. On the basis of the above pleadings my learned predecessor has framed the following issues :

- (1) Since the place where the dispute has arisen in New Delhi whether this Tribunal has no jurisdiction as contended in para 2 of the counter statement.
- (2) Whether the Regional Labour Commissioner, Bangalore had no jurisdiction to initiate the conciliation proceedings and report the matter to the Government and therefore this Tribunal has no jurisdiction, as contended in Para 3 of the counter statement ?
- (3) Whether the point of reference in so far as it states in Para 4 of the counter statement not acceding to the request of the I Party for transfer to Bangalore on humanitarian grounds is invalid, as contended in para 4 of the counter statement ?
- (4) Whether the action of the management is as per clause 16 of the Fourth Bipartite Settlement ?

8. On behalf of the I Party there are two witnesses W1 and W2. W-1 is the I Party herself. W-2 is the husband of the I Party. On behalf of the II Party MW-1, the Personnel Manager, has been examined.

9. From the records of this case, I find that my learned predecessor has passed an order on Preliminary issue on 1-2-1989. My learned predecessor, on preliminary issues 1 and 2, has held that the cause of action has arisen in Karnataka State and not at New Delhi. He has held that the reference made by the Government is proper and this Tribunal has jurisdiction to entertain the dispute. In other words on Issue No. 1 he has given a finding that this Tribunal has jurisdiction. On Issue No. 2 he has given a finding that the reference made by the Government of India is in order.

10. Now I take up Issues 3 and 4.

11. Ex. W-20 dated 18-3-1987 is the order passed by the Chairman of the II party striking off the name of the I party from the roll of the Bank with effect from 10-3-1987 after office hours. According

to the II Party this order has been passed under clause XVI of the bipartite settlement. It says that where an employee has not submitted any application for leave and absents himself from work for a period of 90 days or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where the management is satisfied that the employee has no present intention of joining duties the management may at any time thereafter give a notice to the employee calling upon the employee to report for duty within 30 days of the notice, stating inter alia, the grounds the management coming to the conclusion that the employee has no intention of joining duties. This provision further says that unless the employee has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice.

12. I have extracted above clause XVI of the bipartite settlement in so far as it is relevant for our present purpose. As per this provision the most important point for consideration is that the employee had no present intention of the joining duty. To put it positively, if it is shown that the employee had intention of joining duty, the employee cannot be deemed to have retired voluntarily.

13. In Exhibit W-20, already referred to above, the Chairman of the Bank has referred to the two letters of the I party, dated 26-12-1986 (Exhibit W-13) and 14-2-1987 (Exhibit W-19).

14. In Exhibit W-13 the I party has stated that she was not in a position to join duty at Delhi as explained in previous letters and she had also sought leave on loss of pay till her transfer request would be considered favourably. In para 4 of the Exhibit W-13 the I party has submitted to II party that she was not in a position to travel a long distance and stay alone at Delhi that too with a small kid. She has made it abundantly clear in Exhibit W-13 her intention of joining duty and serving "beloved institution". From Exhibit W-13 what emerges is that I party a young lady employee, has explained her difficulties why she could not go alone to Delhi from Bangalore to work in the Bank. She has also stated that she had all the intention of joining duty and has explained why she was not in a position to join duty at Delhi.

15 Exhibit W-19 dated 14-2-1987 is another letter written by the I party to the II party. Social Officer. In Exhibit W-19 the I party has stated that, being a woman, that too with a small kid of 8 months, it was extremely difficult for her to make arrangements to stay at Delhi, which was 3,000 Kms. away from Bangalore. She has prayed that her transfer request be considered favourably.

16. Exhibit W-13 and W-19 read conjointly make it abundantly clear that the I party employee had no intention of not joining her duties. She has explained vividly her difficulties why she could not go to Delhi Branch to work. It has been laid down by the Supreme Court in 1979 (a) *SCC 590 (AIR 1979 1000) LAD AND OTHERS Vs. CHEMICAL AND FIBRE OF INDIA LTD.* that abandonment or relinquishment of service is always a question of intent.



normally such an intention cannot be attributed to an employee without adequate evidence in that behalf. In view of the fact that the I party had no intention of not joining duty. In my opinion, striking off the name of the I party from the rolls of the Bank invoking Clause XVI(4) bipartite settlement is not valid. There is no material to show that the request of the I party for transfer was considered and that the II party management was reasonably satisfied that her request was not justified.

17 Exhibit W-29 dated 2-2-1987 is a xerox copy of the request letter by the I party to the II party, requesting for transfer to Bangalore in view of the difficult situation in which she was placed. It is significant to note that the II party, in Exhibit W-20, wherein the I party's name was struck off from the rolls as having been voluntarily retired, it is not stated that the request of the I party for a transfer to Bangalore as per Exhibit W-13, W-19, W-10 and other letters had been rejected. In my opinion, the II party in asking rather forcing, I party to join duty at Delhi was virtually directing the I party to resign her job. In view of the circumstances in which the I party was placed she could not have joined duty at Delhi branch of the bank.

18. It is argued by the learned counsel for the II party Bank that transferring an employee depends on exigencies of the situation and it is the prerogative of the management. I agree. That does not mean that the management can ask a helpless woman like the I party to stay along with a little baby at Delhi, 3,000 kms. away from Bangalore. As I have already stated the conduct of the II party in not considering humanitarian ground the request of the I party for a transfer to Bangalore amounted to forcing the I party to submit her resignation to the post.

19. There is no force in the argument on behalf of the II party that the dispute is not an Industrial Dispute since she must be deemed to have retired voluntarily as per clause XVI (4) bipartite settlement. There is no force in the argument that sending transfer applications is not a ground for remaining absent. It was obligatory on the part of the Bank to clearly communicate to the I party that her request for transfer was rejected which the Bank has not done. This is the conduct of the II party even when the I party wrote to the Chairman himself, explaining her difficult situation and praying for a transfer to Bangalore.

20. The learned counsel for the II party read to me the passages at pages 236 and 237 in Malhotra's 'The Law of Industrial Disputes' Fourth Edition. Volume-II to impress upon me that "the question of transfers is an internal arrangement of the management and the management, therefore, is in the best position to judge how to distribute its manpower and whether a particular transfer can be avoided or not". This does not mean that human consideration should not be taken into consideration in human transactions.

21. The learned counsel for the II party relied on a decision of our Hon'ble High Court reported in 1991 (78 FJR) page 37 (SYNDICATE BANK Vs. SUNDER K. PANTYADI AND ANOTHER) where it has laid down "Transfer is a necessary concomi-

tant of every service. Therefore if the administrative exigencies warrant a transfer, the High Court cannot, as though exercising supervisory jurisdiction over the employer bank, say how it should manage its affairs. It is entirely the look-out of the employer-bank." In this authority of our Hon'ble High Court, Their Lordships were pleased to uphold the transfers effected by the Bank since there was no scope whatever to conclude that the orders of transfer were actuated by malafides, which orders were effected in pursuance of general toning up of administration. Our Hon'ble High Court was pleased to uphold the transfer of the male employees because there was no malafides in the transfers and because the transfers were effected to tone up the administration. The facts of the instant case are clearly distinguishable from the facts of the authority of our Hon'ble High Court. By no stretch of language could it be said that II party did not consider the transfer request of the I party with a view to toning up of the administration. I have carefully and respectfully gone through the authority of our Hon'ble High Court. Nowhere in the decision has it been stated that the humanitarian considerations should be ignored when a lady with a small baby requested for transfer. The learned counsel for the II party relied on the decision of the Supreme Court reported in 75 FJR, 83 (GUJARAT ELECTRICITY BOARD AND ANOTHER Vs. ATMARAM SUNGOMAL POSHANI) where in it has been laid down that transfer from one place to another is generally a condition of service and the employee has no choice in the matter. This was a case where a transfer was effected and the employee failed to report at the another station. Their Lordships were considering the service regulations of Gujarat Electricity Board. In my humble opinion this authority is not applicable to the facts of the present case. To repeat myself, nowhere in the decision of the Supreme Court has it been laid down that humanitarian considerations should not be taken into consideration when an employee prays for a transfer. Clause 20.17 of the first bipartite settlement dated 19-10-66 clearly says that any request by an employee for transfer on compassionate grounds will be considered sympathetically.

22. For the aforesaid reasons I hold Issues 3 and 4 against the II party and in favour of the I party. In view of my answers to these two issues the I party is entitled to reinstatement and appropriate consequential relief.

23. From the discussion above and my answers to Issues 3 and 4, it is clear, the II party has failed to prove that the case of the I party comes within the voluntary retirement under Clause XVI (4) of bipartite settlement. If this is the position, what emerges further? It will be a case of termination which amounts to retrenchment as defined under Section 2(oo) of the I.D. Act. When once it is held that the termination amounts to retrenchment, the Tribunal has to see whether the conditions precedent to retrenchment as contemplated under section 25 F have been complied with. Admittedly the provisions of Section 25 F have not been complied with. On this score also the order passed by the II party as per Exhibit W-20 has to be set aside.

24. All other documents and evidence not referred to be me are not relevant. In any case they do not alter my conclusions reached above.



25. In the result, I pass the following :—

### AWARD

The action of the management of the Karnataka Bank Limited in not acceding to the request of the I party for her transfer to Bangalore on humanitarian grounds was not justified. The termination of the services of the I party was also not justified. The I party shall be reinstated and her prayer for transfer to Bangalore shall be considered sympathetically and favourably. The I party shall be entitled to 50 per cent of the backwages. The Award passed as stated herein.

(Dictated to the Secretary, taken down by him, got typed and corrected by me.)

M. B. VISHWANATH, Presiding Officer

[No. L-12012/10/88-D.I(B)]

नई दिल्ली, 30 अगस्त, 1991

का. आ. 2449—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-91 को प्राप्त हुआ था।

Dated the 30th August, 1991

S.O. 2449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Courts, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State-Bank of India and their workmen, which was received by the Central Government on the 30-8-91.

BEFORE THE PRESIDING OFFICER CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL CUM  
LABOUR COURT, PANDU NAGAR, DEOKI  
PALACE ROAD, KANPUR

PRESENT :

She Arjan Dev. Presiding Officer Industrial  
Dispute No. 114 of 1988

In the matter of dispute between :

Shri G. P. Mishra, House No. 74/245, Dhan-  
kuti, Kanpur.

AND

Regional Manager State Bank of India Region  
III, Regional Office, Hazaraganj, Lucknow

### AWARD

1. The Centrals Government, Ministry of Labour, vide its notification L-12012/179/88-DII(A) dated

7 September 1988, has referred the following dispute to this Tribunal for adjudication :

"Whether the management of State Bank of India Lucknow was justified in dismissing Shri G. P. Mishra, Clerk/Typist, Hardoi Branch w.e.f. 1-8-75. If not what relief the workman was entitled to?

2. The admitted facts are that while the workman was posted as clerk cum typist at Hardoi Branch he was suspended on 4-9-71. Thereafter, he was served with chargesheet dated 12-5-73 copy Ext. M. 13. Charges were—

That on the 4th September, 1971, at about 12 Noon when you were working at the savings Bank Counter, you misbehaved with Sh. P. C Gupta Officer Gr 1 and beat him in the office premises. You were also found drunk when you were got medically examined after the aforesaid incident. You were thus guilty of drunkenness and also creating riotous and disorderly scene in the office premises.

(ii) That on the 4th September, 1971, you knowingly and wilfully broke the glass pane with your fist. You were thus guilty of wilfully damaging bank's property.

The chargesheet was duly replied by him on 19-5-73 copy Ext. M. 1. Subsequently he was served with second chargesheet dated 26-9-1973 copy Ext. M. 2—Charge was—

That on 11th August, 1973, you came to the bank in a drunken condition and at about 12.30 p.m. had quarrelled, misbehaved and beaten Shri Ashutosh, clerk at the branch with an umbrella.

You are thus guilty of coming to the office in a drunken condition and creating riotous and disorderly scene in the Bank's premises.

This chargesheet was also replied by him vide his letter dated 22-10-77 copy ext. M-3.

3. The inquiry into the above charges was conducted by Shri K N Khanna, an officer of the Bank. He gave his findings some time after 4-12-74. Ext. M-7 is the copy of inquiry proceedings and the findings given by the E. O. With regard to charge no. 2 of the first chargesheet he held that it was not proved. But with regard to the first charge he held that the workman was guilty of drunkenness and that he created riotous and disorderly behaviour in the office premises. With regard to the other chargesheet he held that the management had failed to prove that the workman was drunk at the time of the incident. But he held rest of the charge as proved.

4. The Disciplinary Authority while agreeing with the findings given by the E. O. issued a notice to the workman to show cause why the punishment of dismissal from service may not be awarded to him Ext. M. 9. is the copy of said notice, dated 18-1-75. Notice was duly replied by the workman. Disciplinary authority did not see any the proposed punishment. So the I

who happened to be the disciplinary authority, confirmed the proposed punishment vide his order dt. 23-1-75 copy EXT. M. 10. Against the said order of punishment, the workman filed an appeal but it was rejected by the General Manager (Operation), the Appellate Authority, by means of his order dt. 10-2-76.

5. The workman has assailed the orders of punishment passed by the Disciplinary Authority and the order dt. 10-2-76 by means of which his appeal was rejected by the appellate authority on a number of grounds. He alleges that the inquiry was not conducted fairly and properly in accordance with the principles of natural justice and with the procedure laid down in Sastri Award and Desai Award. Further the findings of the inquiry officer are not based on evidence. The Disciplinary Authority did not pass any speaking order. He did not give any finding as to how he agreed with the findings given by the E. O. Lastly, he has alleged that the punishment of dismissal from service was arbitrary and excessive. He has, therefore, prayed that the orders dated 23-7-75 and 10-2-76 passed by the disciplinary authority and the appellate authority be set aside. He has further prayed that he be reinstated in service with all the monetary benefits.

6. The management plead that the present dispute has been raised by the workman is highly belated. The workman having accepted the order of dismissal from service all along is estopped in raising any controversy in this regard. Not only that he has not come with clean hands inasmuch as he has deliberately concocted the fact that on an earlier occasion he was awarded with the punishment of stoppage of two increments. According to the management the inquiry officer conducted the inquiry as per provisions of Desai Award and Sastri Award. The management deny that the findings given by the E. O. are not based on evidence. As regards the order passed by the disciplinary authority, the management plead that it is not legally necessary for the disciplinary authority to pass a detailed order where he agrees with the findings of the inquiry officer. Lastly, the management plead that punishment awarded can by no means be called as excessive or unjust. In the circumstances, the workman is entitled to no relief.

7. In this case a preliminary issue on the point whether or not the inquiry was conducted fairly and properly was framed on 1-2-90. On the said issue both sides led evidence oral as well as documentary. In support of his case the workman examined himself and in support of their case, the management examined Shri P. K. Jain, an officer of the bank. On 21-2-91 which was the date fixed for hearing arguments, the workman filed written arguments. From the side of the management written arguments were filed on 25-3-91. After going through the written arguments of the parties I felt that their authorised representatives should be heard on merits so I fixed 27-5-91 for hearing arguments.

On 27-5-91, the workman moved an application that after considering the material on records not to press the preliminary issue, that he would argue the case on question of punishment only and

would try to seek the indulgence of the tribunal u/s 11-A of the I. D. Act. The application was signed both by the workman and his authorised representative. In view of the new situation which had arisen on account of the moving of the alleged application by the workman it was thought fit to hear both the parties on the quantum of punishment. I may state here that on 27-5-91 none appeared from the side of the management. On 18-6-91, which was the date fixed for hearing arguments, arguments of both the sides were heard.

8. It was argued by the workman that punishment awarded to him was "too" harsh when looked into the nature of the charges proved against him. He also submitted that during this period of 16 years he had already suffered much both mentally and financially and he had simply become a wreck. As such this court while looking to his miserable plight in exercise of its power under sec. 11-A I. D. Act set aside the order of dismissal from service and substitute it by any other punishment which it deem just and proper. He would bow to such substituted punishment. While arguing his case he also invited my attention to the copy of notice dated 15-5-87 of the Chief Regional Manager, State Bank of India, Lucknow, which was submitted by the Chief Regional Manager to the Chief General Manager (Operations) was filed by him with his claim statement. I may state here that under order dated 24-7-89 of this tribunal passed on the application of the workman, the management also filed the copy of the said note with their application dt. 29-9-89. In their said application it was stated by the management as follows —

..... it may be treated as a confidential document within the meaning of sec. 21 of the I. D. Act. It is, however, clarified that enclosed note (marked as 'A') was not considered by the bank and thereafter this should not be read as evidence by either party to dispute.

There is no doubt about the fact that the note in question refers to internal correspondence between the officers of the bank. In my view it may not be read as a piece of evidence but it can certainly be looked into for the limited purpose of seeing whether or not the tribunal should interfere with the order of punishment in exercise of its power under sec. 11-A of the I. D. Act.

9. From the note it appears --

- (1) That in 1977 at the suggestion of A.L.C. (C) the workman had applied for mutual discussion with the bank for settlement of dispute.
- (2) that as no settlement was reached, the workman raised industrial dispute in 1980. During conciliation proceedings A.L.C.(C) again impressed upon the parties the need to settle the matter with mutual discussion indicating the need for review of the punishment awarded to the workman;
- (3) that the law officer at Local Head Office on examination of the whole matter recommended reinstatement of the workman

on certain conditions as according to him the bank's case was weak;

- (4) that the Central Office did not agree with the views of the law officer. It adopted a tough attitude that the workman should not be brought back in the service of the bank under any circumstances. The central office only became prepared to change the order of dismissal from service to one of discharge from service;
- (5) that with the view of the Central office the workman did not agree.
- (6) that on the application of the workman the case before ALC(C) was again reviewed and during proceedings held on 26-3-87 ALC(C) made the following suggestions—
  - (a) the workman be reinstated as fresh appointment
  - (b) no benefits be allowed for the intervening period;
  - (c) no wages be paid for the intervening period;
  - (d) the period of suspension may be treated as not on duty;
- (7) that on re-examination of the whole case the Law Officer again expressed his view ;
  - (a) There is no evidence to prove that the employee had assaulted the officer or he was in a drunken state.
  - (b) Still the quarrel between the two is clear there is no basis for singling out the employee for disciplinary action particularly when both of them had received injuries and in fact the employee had received more injuries than the officer.
  - (c) the second case of alleged assault too has not been proved.

The Law Officer then referred to the mind of the ALC(C). According to him, the mind of the ALC(C) favourable to the workman and that the Tribunal is empowered to interfere with the punishment awarded u/s. 11-A I.D. Act.

- (8) That after reconsideration of the matter by the Legal Section, the Chief Regional Manager, expressed the view that the case of the workman should be reconsidered and he be offered fresh employment purely on compassionate ground by placing him at the bottom of clerical scale without any benefits including wages for the intervening period.

It appears that the Central Office did not endorse the view of the Chief Regional Manager with the result that the workman had to press for the reference of the dispute to the Tribunal.

9. From the side of the management it was submitted by Sh. Mahesh Chandra the authorised representative for the management that the punish-

ment awarded to the workman did not call for interference especially when the workman accepted the findings given by the E.O. v. findings were later on approved by the disciplinary authority and the appellate authority.

10. I have examined the submissions made both the sides in the light of the inquiry proceedings. Although in view of the application made by workman, the tribunal has to accept the findings as correct, but still one thing is patently clear from the evidence recorded during the inquiry proceedings that there was no evidence worth the name that the workman was drunk when the incident of 4-9-71 referred to in the first chargesheet had taken place. Not only the ALC(C) but even the Legal Section of the management were of the view that the workman should be reinstated in terms referred to in the note dt. 15-5-87 of the Chief Regional Manager. On a consideration of the whole matter I am of the view that the punishment of dismissal from service should be set aside and the workman be reinstated on certain terms. After all during these 16 years he must have become much saner. He has already suffered a lot mentally physically and financially. The evidence recorded during the inquiry proceedings will show that nearly all the witnesses have gone hostile. One or two of them only supported the case of the management only to the extent of exchange of the hot words between the workman and the other employees of the bank.

11. I, therefore, consider it to be a fit case to exercise of powers under sec. 11-A I.D. Act, I set aside the order of dismissal on the following terms—

1. The workman will not be entitled to any wages of the suspension period except what he had got by way of subsistence allowance.
2. The workman will not get any back wages in respect of the period from the date of his dismissal from service to the date of his reinstatement.
3. Only one half of the period (from the date of his dismissal from service till the date of his reinstatement) shall be considered for retirement benefits.
4. The workman shall get his annual increment only for the half period (from the date of his dismissal from service till the date of his reinstatement).
5. The workman's seniority will be determined by treating only half the period (from the date of his dismissal from service to the date of his reinstatement).

12. Reference is answered accordingly.

Dated 30-7-91.

ARJAN DEV,

[No. L-1204  
S. C. SH]

नई दिल्ली, 9 सितम्बर 1991

का. आ. 2450—लोह अयस्क खान मैंगनीज अयस्क खान क्रोम अयस्क खान श्रम कल्याण विधि नियम 1978 के नियम 16 और नियम 3 के उप नियम (2) के साथ पठित लोह अयस्क खान, मैंगनीज अयस्क खान, और क्रोम अयस्क खान श्रम कल्याण निधि अधिनियम, 1976 (1976 का 60) का धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसके द्वारा भारत के राजपत्र के भाग-II 3-3, उपखंड (ii) के पृष्ठ 110 पर 12 जनवरी, 1991 को प्रकाशित भारत सरकार श्रम मंत्रालय का दिनांक 28 दिसम्बर, 1990 की अधिसूचना संख्या का. आ. 116 में निम्नलिखित संशोधन करती है।—

## संशोधन

उपर्युक्त अधिसूचना के क्रमांक 7 और उससे सम्बद्ध प्रविष्टि के स्थान पर निम्नलिखित क्रमांक और प्रविष्टि प्रतिस्थापित की जाए, अर्थात :—

“7 श्री एम सी. नाईक  
उप महा प्रबंधक (का.) ———नियोक्ताओं के प्रतिनिधि  
उड़ीसा खनन विकास निगम लि.  
मुकाम और डाकघर ठाकुरानी  
जिला किउजहार”

[सं. यू. 19012/13/88-डब्ल्यू-II (सी)]

New Delhi, the 9th September, 1991

S.O. 2450.—In exercise of the powers conferred by section 5 of the Iron Ore Mines, Manganese Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (60 of 1976), read with sub-rule 2) of rule 3 and rule 16 of the Iron Ore Mines, Manganese, Ore Mines and Chrome Ore Mines, Labour Welfare Fund Rules, 1978, the Central Government hereby makes the following amendments in the notification of the Government of India, in the Ministry of Labour No. S.O. 116, dated the 28th December, 1990, published at page 110 of the Gazette of India, Part II, section 3, sub-section (ii) dated the 12th January, 1991, namely :—

In the said notification, for serial number 7 and the entry relating thereto, the following serial number and entry shall be substituted, namely :—

“7. Shri M. C. Naik,  
Deputy General Manager (P),  
Orissa Mining Development ... Employers’  
Corporation Limited, Representative”  
At and Post Office Thakurani,  
District Keonjhar,”

[No. U-19012/13/88-W. II(C)]

नई दिल्ली, 13 सितम्बर, 1991

का. आ. 2451—लोह अयस्क खान, मैंगनीज अयस्क खान और क्रोम अयस्क खान श्रमिक कल्याण निधि नियम 1978 के नियम 3 के उप नियम (2) के साथ पठित लोह अयस्क खान, मैंगनीज

New Delhi, the 13th September, 1991

S.O. 2451 :—In exercise of the powers conferred by section 5 of the Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (61 of 1976) read with sub-rule (2) of rule 3 of the Iron Ore Mines and Chrome Ore Mines Labour Welfare Fund Rules, 1978, the Central Government hereby appoints the following persons as members of the Advisory Committee of the Iron Ore Mines, Manganese Ore Mines Labour Welfare Fund for the State of Bihar, namely :—

अयस्क खान और क्रोम अयस्क खान श्रमिक कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निम्नलिखित व्यक्तियों को बिहार राज्य के लिये लोह अयस्क खान, मैंगनीज अयस्क खान और क्रोम अयस्क खान श्रमिक कल्याण निधि की सलाहकार समिति के सदस्यों के रूप में नियुक्त करती है, अर्थात :—

- |   |                            |
|---|----------------------------|
| 1. श्रम मंत्री, बिहार सरकार   | अध्यक्ष                    |
| 2. कल्याण आयुक्त,<br>श्रम कल्याण संगठन, कर्मा   | उपाध्यक्ष (पदेन)           |
| 3. क्षेत्रीय श्रमायुक्त (के.), पटना   | (सदस्य (पदेन)              |
| 4. निदेशक,<br>खान सुरक्षा,<br>खान सुरक्षा निदेशालय, धनबाद   | सदस्य (पदेन)               |
| 5. श्री लाल चन्द महतो, सदस्य<br>विधान सभा, बिहार  | राज्य विधान के सदस्य       |
| 6. श्री सी. आर. सिवास्वामी<br>उप मुख्य प्रबंधक,<br>कीरीबुरु लोह अयस्क खान,<br>कीरीबुरु जिला सिंह भूम।   | } नियोजकों के प्रतिनिधि    |
| 7. श्री नन्द लाल रूपटा<br>रूपटा हाउस,<br>छैबासा, जिला सिंहभूम   |                            |
| 8. श्री सुरेश प्रसाद सिंह<br>खान स्वामी, गांव व डा छैबासा,<br>जिला सिंहभूम                              | नियोजकों के प्रतिनिधि      |
| 9. श्री डी. सी. वर्मा,<br>महासचिव,<br>गुआ खान श्रमिक संघ<br>गुआ, जिला सिंहभूम,                          | } कर्मचारियों के प्रतिनिधि |
| 10. श्री पी. मजुमदार, मुख्य सचिव,<br>युनाइटेड मिनरल वर्क्स यूनियन,<br>पम्प रोड, चक्रधरपुर, जिला सिंहभूम |                            |
| 11. श्री के. के. सिन्हा,<br>राजभवन, गांव एवं डा. जिकपाणी,<br>जिला सिंहभूम                               |                            |
| 12. श्रीमती ए रेवा<br>कामिक प्रबंधक, बोकारो स्टील लि.<br>बोकारो स्टील नगर बोकारो, बिहार                 | महिला प्रतिनिधि            |
| 13. कल्याण प्रशासक<br>श्रम कल्याण संगठन राजामदा, बिहार  | सचिव                       |

2. केन्द्रीय सरकार इसके द्वारा बाराजामदा को उक्त सलाहकार समिति का मुख्यालय नियत करती है।

[सं. यू. 19012/7/90-कल्याण II(सी)]

वी. डी. नागर, अवसर सचिव

Chairman.

- |  |                                 |
|--|---------------------------------|
| 2. Welfare Commissioner,<br>Labour Welfare Organisation,<br>Karma.   | Vice-Chair<br>(Ex-officio)      |
| 3. Regional Labour Commissioner<br>(Central), Patna.   | Member<br>(Ex-officio)          |
| 4. Director,<br>Mines Safety,<br>Directorate of Mines Safety,<br>Dhanbad.  | Member<br>(Ex-officio)          |
| 5. Shri Lalchand Mahto,<br>Member,<br>Legislative Assembly,<br>Bihar.  | Member of State<br>Legislature. |
| 6. Shri C.R. Sivaswami,<br>Deputy Chief Manager,<br>Jharkhand Iron Ore Mines,<br>Jharkhand,<br>District Singhbhum.<br>Jharkhand Rungta,<br>Jharkhand.<br>Jharkhand Prasad Singh,<br>Mines Owner,<br>Village & P.O. Chaibassa,<br>District Singhbhum. | Ex<br>Repr                      |
| 9. Shri D.C. Verma,<br>General Secretary,<br>Gua Mines Workers Union,<br>Gua,<br>District Singhbhum.   |                                 |
| 10. Shri P. Mazumdar,<br>Chief Secretary,<br>United Mineral Workers Union<br>Pump Road,<br>Chakradharpur,<br>District Singhbhum.   | Workers'<br>Representatives     |
| 11. Shri K.K. Sinha,<br>Raj Bhavan,<br>Village & P.O. Jinkpani,<br>District Singhbhum.   |                                 |
| 12. Smt. A Rava,<br>Personnel Manager,<br>Bokaro Steel Ltd.,<br>Bokaro Steel City,<br>Bokaro,<br>Bihar.  | Woman<br>Representative         |
| 13. Welfare Administrator,<br>Labour Welfare Organisation,<br>Barajamda,<br>Bihar.   | Secretary.                      |

2. The Central Government hereby fixes Barajamda to be headquarters of the said Advisory mittee.

[No. U—1  
V. D. NA

1991

New Delhi, the 6th September, 1991

अवश्य निधि और प्रकीर्ण उपबन्ध  
19) की धारा 5क की उपधारा (i)  
करते हुए केन्द्रीय सरकार इसके द्वारा  
पर श्री बी. वी. चेरियन को केन्द्रीय  
रूप में नियुक्त करती है और दिनांक 12  
भारत के राजपत्र, समाधारण के भाग-II खण्ड-3  
प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना  
92(अ) दिनांक 12 फरवरी, 1991 में निम्नलिखित  
है।  
पना में क्रम संख्या 41 और उसमें संबंधित प्रविष्टियों के  
प्रतिस्थापित किया जाएगा, अर्थात् :—  
रियन,

यूनियन,

, 90 एस. एस. -II]  
उद्घाटन, अवर सचिव

S.O. 2452.—In exercise of the powers conferred by sub-section (1) of section 5A of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby appoints Shri, V. V. Cherian as a member of the Central Board of Trustees in place of Shri E. Balanandan and makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 92(E) dated the 12th February, 1991 published in Part-II section 3, sub-section (ii) of the Gazette of India extraordinary dated the 13th February, 1991.

In the said notification, against serial No. 41 and entries relating thereto, the following shall be substituted namely :—

'Shri. V. B. Cherin,  
Secretary, Centre of Indian Trade Unions,  
Valanparambil, Vidakhuyha,  
Thaikkattukara P.O  
Alwaye, Ernakulam, Distt. Kerala.

[No. V. 260]  
A. K. BHATT